

**Exeter Board of Selectmen Meeting  
Monday, May 7<sup>th</sup>, 2012 7:00 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

**BUSINESS MEETING TO BEGIN AT 7:00 P.M.**

1. Call Meeting to Order
2. Public Comment
3. Minutes & Proclamations
  - a. Proclamation: National Public Works Week May 20-26, 2012
  - b. Regular Meeting: April 23<sup>rd</sup>, 2012
  - c. Special Meeting: May 2<sup>nd</sup>, 2012
4. Appointments – Arts Committee, Historic District Commission
5. Discussion/Action Items
  - a. New Business
    - i. Sportsmens Club Annual Report
    - ii. 1 Hampton Way Sign Request
    - iii. AIM Representatives Festival Planning
    - iv. PEA: Crosswalk Presentation
    - v. Health Grants – Fire Department
    - vi. Fire Training Funds – Fire Department
    - vii. NH Bond Bank Documents
    - viii. Conservation Easement: 191 Epping Road
  - b. Old Business-
    - i. Private I and I Program: Discussion
    - ii. Board/Committee Policy 89-19 and 92-13 Updates
6. Regular Business
  - a. Bid Openings – Sidewalk Tractor
  - b. A/P and Payroll Manifests
  - c. Budget Updates
  - d. Tax Abatements & Exemptions
  - e. Water/Sewer Abatements
  - f. Permits
  - g. Town Manager's Report
  - h. Legislative Update
  - i. Selectmen's Committee Reports
  - j. Correspondence
7. Review Board Calendar
8. Adjournment

Matt Quandt, Chairman  
Board of Selectmen

Posted: 5/4/12 Town Offices, Library, and Departments

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

**BOARD OF SELECTMEN  
DRAFT MINUTES**

**BOARD OF SELECTMEN**

**APRIL 23, 2012**

**1. Call Meeting to Order**

Chairman Matt Quandt convened The Board at 7:00 p.m. in the Nowak Room of the Town Office Building. Other members present were Selectman Frank Ferraro, Vice Chairman Don Clement, Selectman Dan Chartrand, Selectwoman Julie Gilman and Town Manager, Russ Dean.

**2. Public Comment – None.**

**3. Minutes & Proclamations**

**a. Regular Meeting: April 9, 2012**

Mr. Chartrand moves to change the date of Vice President Joe Biden's speech to April 12, 2012 and approve the minutes reflecting this change. Mr. Clement Seconds. Vote: Unanimous

**4. Appointments - None**

**5. Discussion / Action Items**

**a. New Business**

**i. 56 Lincoln Street Egress Request**

Mr. Dean summarizes the Egress request of Mr. Ed Doris. Mr. Doris is the proprietor of a new healthy food establishment at 56 Lincoln Street. The building lot abuts the train station parking lot. The request was made in the interest of the building owner requesting a second egress that will impede on a portion of Town Property. Mr. Doris has met with the building inspector and it is possible that an alternative solution has been established. Mr. Doris presents to summarize his position on the request for the second egress. Through a mortgage plot plan, it appears as though the three foot steps he is proposing be added to the property will be merely inches short of encroaching on Town property. There is a current easement in place and the original plan for the fire escape was to utilize the left side of the building. Upon inspection, it was recognized that there are several turns in the fire escape, which could prove to be difficult to navigate in an emergency situation. The Town of Exeter Building Inspector has met with Mr. Doris to view the site in question and he suggested looking at the right side of the building. The second floor of the building will be used as a community wellness space, an overflow of sorts. Community Wellness Providers such as Holistic or Homeopath Medicine Practitioners can rent out the space to give lectures and presentations. Mr. Clement inquires if the area in question is a stairwell. Mr. Doris confirms it is a stairwell and impresses that it will only be utilized as an emergency exit only. Mr. Clement questions if Mr. Doug Eastman has reviewed the site and wonders if there is any setback requirement. Mr. Doris confirms there is no zoning requirement for setback. Ms. Gilman expresses her appreciation at what Mr. Doris is trying to establish and wonders if the stairway will be attached to the wall of the building. Mr. Doris indicates it will not, it will be a few inches off. He acknowledges her concern for the replica painting on the side of the building. He explains his intention to move the painting to the backside of the building and restore it. Ms. Gilman advises Mr. Doris that a previous establishment at the location had similar intentions. There is the possibility that there is some damage to the protective poster as it was penetrated. She implores Mr. Doris to contact the Heritage Commission if he needs any assistance in his efforts. Mr. Doris expresses his excitement about exposing the painting to the community again. The Board agrees that if the stairway will not be encroaching on Town Property, no action is required at this time. Mr. Doris agrees to keep a watchful eye on the progress. Ms. Gilman reminds The Board that this could be a consideration for an equitable waiver of property. She further explains this is the course of action in the event of a construction mistake. Mr. Doris reminds the Board that the establishment intends to also care for the grass plot, owned by the Town in the front of the building. Mr. Chartrand also expresses his excitement at the opening of this establishment. He wonders when the opening will be. Mr. Doris advises the soft opening will be May 1, 2012 with a Grand Opening on May 5, 2012 from 10am to 6pm. There will be musicians performing at 11:00 am and a puppet show at 2:30pm.

**ii. Quarterly Financial Report: Finance Department**

Doreen Ravell, Director of Finance comes forward to present the quarterly Financial Report. Ms. Ravell reports the General Fund revenues are at 7% collected for the year. This number does not reflect the largest revenue of property taxes, which the first half billing is not due until July 1. She reports that building permit collections are over what was

anticipated thus far for 2012. Ms. Ravell reports water and sewer revenues appear to be a little on the low side in comparison to previous years. This is immediately relating to the credits that are currently being issued and distribution of those credits began last month in District 2. The average water and sewer credit per user is \$176.00 reflecting around \$85.00 in water on average. Mr. Dean reminds The Board that property tax revenue is the biggest source of revenue in the Town's budget and the Town generally operates for five to six months before any taxes are collected for the current budget year. Mr. Clement expresses concern regarding the State Highway Block Grant revenues of \$59,931.00. The budget reflects an estimated budget of \$258,000 and the current distribution is only 23% of that. Ms. Ravell indicates that the payments do come in quarterly and are not always even. Mr. Dean indicates that in years past, the third and fourth payments are usually reflective of an increase. He also reminds the Board that this revenue category has been cut by the State and has been reduced accordingly. Mr. Clement also inquires about the anticipated funds from the Federal Government agency FEMA. Ms. Ravell advises that the aid will be approximately \$100,000 for any kind of emergency that is declared an emergency by the Governor in the past. Mr. Dean also advises the Board that this revenue is counted when it is received as opposed to when it is applied for.

Ms. Ravell reports that spending is currently as expected, and reflects that in general Town spending is minimal in the first quarter. She reports that bond applications to the bond bank for Norris Brook culverts, Jady Hill Phase II and the Wastewater Treatment Facility Plan are currently underway. As these are capital projects, they are not reported on the current financial report. Mr. Clement questions what the interest rate will be on the bonds. Mr. Dean reports that this is determined at the time the bond is issued. The application is made to the bond bank and is then pooled as borrowed money and the bond bank will get the rate. The last rate was 2.29% for a 20-year issue. Mr. Clement wonders if the Norris Brook culverts will be a ten or twenty year bond. Ms. Ravell reports it has been projected as a seven-year borrowing. Mr. Clement inquires if it will be seen in the debt service for fiscal year 2013. Mr. Dean reports all three bonds will be seen in the debt service budget for 2013. He further explains that the \$425,000 amount for the Norris Brook culverts includes the \$70,000 approved by the Board to be released from the capital reserve fund. The actual bond article in 2011 was approved for \$575,000 and the construction bids came in lower than anticipated. This plus the capital reserve equals a favorable amount for borrowing.

Ms. Ravell reports that tax receivables are as of March 31, 2012 and reports there is \$1,400,000.00 in outstanding property taxes. This figure is comprised of fiscal years 2009, 2010 and 2011. Tax deeding will be for 2009 later in the spring. Lien notices will go out all 2011 taxpayers with an outstanding balance. Mr. Ferraro asks Ms. Ravell to clarify his perception of the report. In the 2011 tax year there is \$800,000 outstanding. 98% of the 2011 taxes were collected. He asks her to clarify if the \$800,000 represents the 2% uncollected. Ms. Ravell reports that the \$800,000 does in fact represent the 2% uncollected and that this includes all taxes for the town, schools, county and state education tax in this report.

Ms. Ravell reports on the water & sewer receivables aging is as of year-end date December 31, 2011. She points out that it is up a little and including the over 90 days category there is 49% that is still outstanding. Ms. Ravell reports that shut off notices are in queue to be sent beginning May 1, 2012 if payment or acceptable arrangements are not made. She points out that this report includes some older receivables that are currently on a payment plan. Mr. Ferraro asks if it is the general procedure to issue shut off notices when a bill becomes 90 days outstanding. Ms. Ravell reports that as a general rule this is the case. Shut off notices should be going out every month as the aging is audited monthly. This should become the standard practice in the near future.

### **iii. Application for SRF Funds**

Mr. Dean reports that the State Revolving Fund (SRF) is the funding source for the three projects approved by warrant article vote in March. This includes Water meters, the Water Treatment Facility and Waste Stream Reduction projects. The application forms need to be completed and submitted to the State of New Hampshire to take advantage of the 20% debt forgiveness. Mr. Dean requests that the resolution for all three forms be read aloud, and each be signed by the Chairman of The Board. Mr. Clement clarifies that each of the pages needs to be read aloud in its entirety. Mr. Dean confirms this is the case.

Mr. Clement reads the final application form two relating to the Water Meters, entitled, "Authority to File and Designation of Authorized Representative" in its entirety.

**Mr. Clement moves to authorize the Town Manager to authorize and execute a State Revolving Fund loan agreement with the State of New Hampshire for the Water Meters Project. Mr. Chartrand Seconds. Vote: Unanimous**

Mr. Chartrand reads the final application form two relating to the Groundwater Treatment Facility and Improvements, entitled "Authority to File and Designation of Authorized Representative" in its entirety.

**Mr. Chartrand moves to authorize the Town Manager to authorize and execute a State Revolving Fund loan agreement with the State of New Hampshire for the groundwater treatment facility and improvements project. Mr. Clement Seconds. Vote: Unanimous**

Mr. Clement reads the final application form two relating to Water Treatment Plant Waste Stream Reduction, entitled, "Authority to File and designation of Authorized Representative" in its entirety.

**Mr. Clement moves to authorize the Town Manager to authorize and execute a State Revolving Fund loan agreement with the State of New Hampshire for the Water Treatment Plant Waste Stream Reduction project. Ms. Gilman Seconds. Vote: Unanimous**

Mr. Ferraro notes that if a copy of Article 9 is going with the application, it contains a typo in the second numerical listing. The current figure of 284 should be 285. Mr. Dean advises that the three applications will go before the Governor and Council for the next meeting.

**iv. ROW Deeds: Rinny Lane, Wright Lane**

Chairman Quandt advises The Board that they have already voted to approve the right of way deeds for Rinny Lane and Wright Lane. The current item is to reconfirm the acceptance of Rinny Lane and Wright Lane.

**Mr. Ferraro moves to reconfirm the acceptance of Rinny Lane and Wright Lane as Town Roads. Mr. Clement Seconds.**

Mr. Chartrand points out that there may be a difference in the reference of 'Town Road' as opposed to 'Public Way.'

**Mr. Ferraro amends his motion to reflect that they be accepted as 'Public Way.' Mr. Clement amends his Second. Vote: Unanimous**

**b. Old Business**

**i. BOS Goal Session Feedback**

Chairman Quandt asks Mr. Dean if there are minutes available for the goals session. Mr. Dean confirms that the minutes are not yet available. Mr. Clement inquires of a date for a follow up session and Mr. Dean indicates one has not been set yet. Mr. Ferraro suggest the follow up session be held on May 18, 2012. Mr. Dean confirms that the venue from the previous session seemed to work well and asks if The Board has any objection to having the follow up session in the same location. The Board agrees the location and date are acceptable. The Board agrees to meet for a follow up session on Friday, May 18, 2012 at 9:00am in the conference room of the DPW.

**ii. Committee Appointments**

Mr. Clement presents a spreadsheet of all the appointments that are scheduled to expire in the immediate future.

Mr. Clement moves to appoint Virginia Raub to the Conservation Commission as an Alternate with a term to expire on 4/30/2015 and Don Briselden as an Alternate to the Conservation Commission with a term to expire on 4/30/2015. Mr. Chartrand Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Jill Compton to the Council of Aging with a term to expire 4/20/3015. Ms. Gilman Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Liz MacDonald and Brandon Stauber to the Exeter Economic Development Commission with terms to expire on 4/30/2015. Mr. Ferraro Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Dr. Mimi Larsen Becker to the Exeter River Study Committee with a term to expire 4/30/2015. Ms. Gilman Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Carol Sideris and Katherine Woolhouse to the Planning Board with a term to expire 4/30/2015. Ms. Gilman Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Gwen English to the Rockingham Planning Commission with a term to expire 4/30/2015. Mr. Chartrand Seconds. Vote: Unanimous

Mr. Clement moves to reappoint David Briden to the Technology Committee with a term to expire 4/30/2015. Mr. Ferraro Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Robert Prior and John Hauschildt to the Zoning Board of Adjustment with a term to expire 4/30/2015. Ms. Gilman Seconds. Vote: Unanimous

Mr. Clement moves to reappoint Robert Kelly to the Water & Sewer Advisory Committee with a term to expire 4/30/2015. Mr. Chartrand Seconds. Vote: Unanimous

Ms. Gilman moves to appoint John Markel as an alternate with a term to expire on 4/30/2015. Mr. Chartrand Seconds. Vote: Unanimous

Chairman Quandt advises that those who have not asked for reappointment are dismissed without prejudice. They are eligible for future appointments and are welcome to indicate so, if they still wish to be re-appointed.

### **iii. Committee Policies and Procedures**

Chairman Quandt summarizes for the Board the proposed changes to Committee Policies and Procedures as a process that was started in 2011 and was not completed. Mr. Ferraro indicates his proposed changes are comprised of his comments, along with comments from other members of The Board from the previous discussions. He points out that the policies do not relate to the suggestion that “unless defined by State Statute”. The current policies have this severability provision in them. Mr. Clement would like to first address Policy 89-19 with a subject of Appointed Town Committees. Mr. Clement feels this should say ‘created’, as the policy was never intended to apply to those Boards of Commissions that are regulated by State Statute. This policy was intended for Boards and Committees that were created from time to time at the discretion of the Board of Selectmen. State Statute clearly defines the policies of several Boards and Committees including the Planning Board, Zoning Board and Heritage Commission. He suggests changing the word appointed to establish. Ms. Gilman agrees this subject should be changed to established from appointed. Mr. Chartrand wonders what the purpose of changing the policies is. Mr. Ferraro explains that the policies should be reviewed on an ongoing basis. He points out that there have been several committees in the past that members don’t attend frequently, essentially holding a spot that someone else may be interested in holding. He suggests adding a provision to prevent this scenario. Another suggestion was to put into the policies a requirement for providing minutes for meetings. He further points out that sometimes recorders are volunteers and draft minutes have stayed draft minutes for quite a long time. This suggested change would allow draft minutes to meet the five-day requirement and as soon as approved they would go to the Town Clerk. He reminds the Board that there was some concern about public statements expressed. Chairman Quandt reflects that the Board agreed the proposed changes with some comments. Mr. Ferraro also remembers the concept was discussed and agreed to but a final revision was never produced. Mr. Clement proposes 'Town Committees Established and Appointed by the Selectman' be the language. The Board agrees this change is acceptable. Mr. Clement points out Procedures, Item 3 regarding official minutes. Ms. Gilman indicates she recently attended a webinar on the right to know law. The law mandates that minutes do not need to be finalized. Draft minutes do suffice unless a Committee or Commission deems finalization necessary. Mr. Clement would like to see an inventory of minutes in a central location and catalogued properly in a reasonable amount of time. Mr. Ferraro recommends five business days for final minutes. Mr. Dean would prefer to see the finalization of minutes be at thirty days. He explains that any number of issues can arise that would cause the need for more than five days. As an example, final minutes need to be signed and this can sometimes prove difficult. Mr. Clement feels the key is to define the process.

Mr. Clement asks the Board members to define what Policies number 6 is for. Ms. Gilman explains that if a Board or Committee comes to an agreement to present to The Board of Selectman, they must indicate their role is as an advisory Committee and they're giving advice and not rewriting Board of Selectmen Policies.

Mr. Clement expresses his concern with item 7 regarding attendance of members. A member, who misses three meetings, if the Committee meets quarterly, must resign his position. Mr. Chartrand feels that 60% is a pretty low standard. Mr. Clement is also concerned that the Chair of a Committee will now also need to do an attendance report. Ms. Gilman points out that the minutes reflect attendance and can be used to report attendance. Mr. Chartrand points out that the language indicates they are subject to removal. In the example of an illness, it's not necessarily a reason to remove the member, but the members can be subject to removal.

Mr. Ferraro indicates he would like to strike 'Boards' and 'Commissions' in item 9. Mr. Clement wonders if the review needs to be done in March. Appointments are reviewed in April and he reminds The Board that the first few weeks of March are when town meetings and votes are commissioned. The Board agrees they are comfortable changing the month from March to April. Chairman Quandt would like a fresh typed Policy Change Proposal for the next meeting to review prior to a vote. The Board agrees this will go on the agenda for next week.

Mr. Ferraro presents the changes proposed to 92-13 with a subject of Appointments to Boards and Commissions. He proposes 'Committees' be added to the purpose. In Procedures item consecutive terms he proposes to strike the entire provision that limits how long a member may serve. He points out that the current policy limits members to two consecutive terms. Mr. Clement indicates that in the past, committee members who have served two consecutive terms and wish to continue their commission can step down from a voting position to an alternate position. Mr. Ferraro points out that it can be difficult to procure volunteers for committees. He expresses his concern that limiting the terms can lead to not having enough members to commission a committee at all. Mr. Chartrand agrees the proposed changes to this item are acceptable. Mr. Ferraro explains the revisions to appointment date were added to implement a process to help the Administrative Assistant in communicating with committee members who wish to be re-appointed without having to chase them down. Mr. Ferraro explains the proposed changes to members in multiple positions. Currently, the policy is that a member can not hold more than one appointment. Although a member may serve on up to two committees, only one may be a land use board or committee. Mr. Clement notes that Conservation is not a land use Committee. Mr. Don Woodward, Exeter resident comes forward to express his concern relating to a member serving on a land use committee and a budget committee. Mr. Dean advises that the statute for that instance only applies to a Municipal Budget Committee. Mr. Dean also inquires about an appointment to a committee from the members of current committees and appointments? The example is a member of the planning board that serves on the zoning ordinance review committee. Does this count as two committees. Ms. Gilman feels this instance would be more a sub committee than a newly appointed or designated committee. Mr. Woodward asks if there is anything in the current policy that describes the role of an ad-hoc committee that deals with just one project and then at the completion of that project, it is dissolved. Chairman Quandt would like a newly typed proposed policy up to the point of Multiple Positions for next week for review and discussion. Mr. Ferraro agrees this is necessary.

#### **iv. Municipal Records Committee Update**

Mr. Dean and Ms. Gilman have been working together on this effort. The RSA is noted as 33-3a and is in the packet for the Selectmen to review. Ms. Gilman summarizes their combined efforts. She explains she has spoken with the Town Clerk and they are interested in getting this Committee up and running quickly. The Committee would be responsible for designating where records should be kept and for how long. The Committee can help with storage problems. Although records need to be immediately accessible, they do not have to be on site. Chairman Quandt wonders if this Committee needs to be approved by a legislative body. Mr. Dean advises that the Selectmen act as Municipal Officers under the RSA. Ms. Gilman points out that the Board of Selectmen can also designate someone to perform the work, such as the committee. Mr. Dean further explains that the appointed Committee would be responsible for assigning the office responsible for storing each type of record. Ms. Gilman asks the other members of the Board if they are satisfied with her being the designated representative. The Board Members unanimously approve of Ms. Gilman presenting as the designated representative of the Board of Selectmen.

Mr. Ferraro presents old business not on the agenda for discussion. He reminds the Board of the minutes from April 9, indicating a discussion regarding interest on a tax bill. He reminds the Board that Mr. Clement asked this be added to the agenda for this week for further discussion. Mr. Clement indicates a little research was performed between himself, the Town Manager and the Tax Collector. He explains that the interest rate is currently set at the State amount and as a

Board of Selectmen they are empowered to waive it or reduce it. In review of this situation, there is a limited criterion for granting waivers or abatements such as this. He is concerned of setting a future precedent for other residents. He does not feel as though a waiver should be granted. Mr. Chartrand agrees that there is no action for the Board to take in this circumstance. Mr. Clement asks that the Board delegate the Town Manager respond to the inquiry, indicating The Board will take no action. Mr. Dean agrees to respond to the inquiry.

**6. Regular Business**

**a. Bid Openings - None**

**b. A/P and Payroll Manifests**

**Mr. Chartrand moves to approve an accounts payable warrant for checks dated 4/20/2012 in the amount of \$361,298.55. Ms. Gilman Seconds. Vote: Unanimous**

**Mr. Chartrand moves to approve an accounts payable warrant for checks dated 4/20/2012 in the amount of \$53,416.60. Mr. Clement Seconds. Vote: Unanimous**

**Mr. Chartrand moves to approve a weekly payroll warrant for checks dated 4/18/2012 in the amount of \$160,305.42. Mr. Clement Seconds. Vote: Unanimous**

**c. Budget Updates**

Mr. Dean reports he has nothing additional to add to the quarterly report presented by Ms. Ravell.

**d. Tax Abatements & Exemptions**

**Mr. Chartrand moves to approve an Elderly Exemption for map 87, lot 14/6B in the amount of \$152,251.00. Ms. Gilman Seconds. Vote: Unanimous**

**Mr. Chartrand moves to approve an Elderly Exemption for map 85, lot 42 and map 65, lot 25 in the amount of \$236,251.00. Ms. Gilman Seconds. Vote: Unanimous**

**Mr. Chartrand moves to approve an Elderly Exemption for map 71, lot 30 and map 76, lot 11 and map 104, lot 79/525 in the amounts of \$152,251.00. Ms. Gilman Seconds. Vote: Unanimous**

**Mr. Chartrand moves to deny an Elderly Exemption for map 52, lot 100. Ms. Gilman Seconds. Vote: Unanimous**

**Mr. Chartrand moves to approve a Veterans Credit for map 104, lot 79/108. Ms. Gilman Seconds. Vote: Unanimous**

**Mr., Chartrand moves to approve a Disability Exemption for map 51, lot 6 and map 64, lot 105.97. Ms. Gilman Seconds. Vote: Unanimous**

**e. Water / Sewer Abatements**

**f. Permits**

Mr. Ferraro points out that American Independence Museum Festival is coming up in a few months. He reminds the Board that two years ago there was some confusion in regards to signage. At the time he made some suggestions for less confusing verbiage on the signs directly relating to the closure of Swasey Park and Water Street. He explains that wording changes can resolve the confusion regarding admission fees and closures. Mr. Clement wishes to try not to make the permitting difficult, as the Town of Exeter has a long-standing relationship with the Museum. He further points out that anything placed in Swasey Park is in the jurisdiction of the Swasey Park Trustees, not the Board of Selectmen. Ms. Gilman suggests having this conversation with the representative from the Independence Museum. Mr. Dean advises that review of admission and donations is in the works and he would like to reach out to the Museum to allow them the opportunity to engage in the conversation. There are multiple permits associated with this event. Mr. Ferraro expresses his desire to not impede on the Museum in any way, his concerns are strictly relating to signage.

An application for use of the Town Hall by Mimi Becker for a Exeter River Study Committee Public Meeting on May 23, 2012 at 5:30 p.m.

**Mr. Clement moves to approve the permit request of the Exeter River Study Committee. Mr. Ferraro Seconds.  
Vote: Unanimous**

A request from the CMS Music Boosters requesting permission to place a sign at the intersection of Hampton Road and Guinea Road to promote their concert Series was received. Mr. Ferraro points out that this is the letter from last year. He requests an updated letter, with updated dates be submitted prior to a vote of the Board. Mr. Dean agrees the letter is dated from last year.

**g. Town Manager's Report**

Mr. Dean reports that Riverbend Masonry is currently in the process of completing the brick project on the Town Hall on Water Street. The project will be completed over the course of the next few weeks. He also reports that specs are underway for Municipal Building projects. Mr. Dean advises the Board that the Exeter Chamber of Commerce is participating in an initiative to have a consultant perform an electricity review. He is working in conjunction with the Chamber on the possibility of purchasing electricity as a group for a better rate. He reports that the analysis is not complete as of yet. Mr. Dean reports that the EDC is working at visiting local businesses and he had the pleasure of visiting Brooks Properties and Exeter Hospital. He was able to get some positive feedback from their managers and representatives. He hopes that more visits will lead to the dividends of building better relationships with local businesses. Mr. Dean is happy to report that Jason Brown; an Intern from UNH has accepted a position at the Maine Economic Development Office. He expresses his gratitude and praise at the performance of Mr. Brown in his internship with the Town of Exeter and indicates he is working with UNH to find a new intern. Mr. Dean reminds the Board and the public that the new hours of the Town Clerk will begin on Monday. He also reports that the Clerk's office was a participant in a credit / debit card review. Interware, the current credit/ debit card vendor came to a meeting at the Town Clerk's Office to present a software program that would allow the Town of Exeter to begin taking credit and debit cards. Mr. Dean hopes to implement a program similar to this in the future. He advises he is working with the DOT to manage a grant regarding the Baggage building. He acknowledges it can prove to be a challenge, but feels it will be worth it in the end. Mr. Dean wishes to express his gratitude and appreciation for the efforts of the Exeter Fire Department in managing the local brush fires over the weekend. He also offers his condolences to the friends, family and colleagues of the Town of Greenland in their loss of their Police Chief Maloney.

**h. Legislative Update**

Chairman Quandt indicates the House is currently dealing with Senate Bills. One in particular relates to the risk pools and the Local Government Center.

**i. Selectmen's Committee Reports**

Mr. Ferraro reports a Planning Board Meeting on Thursday. He also reports a Web Committee meeting on Thursday in which they are hoping to have a recommendation for a vendor for the website.

Mr. Clement reports a Conservation Commission meeting in which a National Resource Inventory Presentation was given. It related to areas in town that are natural habitats and what threatens them. He hopes to get the presentation onto the local channel for public view. He reports attending the third Exeter / Stratham Water and Sewer Study meeting. The consultants helped the study group to break out the cost of the scenarios they are currently considering including shared cost projections. The next step for this study group will be to create financial models to determine how it can or would be paid for. Mr. Dean adds that this would add no new expenses to the Town of Exeter water or sewer systems, our current costs are the costs.

Chairman Quandt has nothing to report.

Mr. Chartrand reports an EDC Meeting. In his opinion this is an impressive group with big plans and he is grateful to be a part of it. He also reports a gathering of the EDC at the Rinks of Exeter on April 25th at 7:30am for a presentation regarding the ERZone and the Baggage Building. The Chamber of Commerce presents this gathering and you can pre-register at the Chamber of Commerce website. The meeting of the Council on Aging was postponed.

Ms. Gilman reports a Heritage Commission meeting in which a letter of intent to apply for a grant to continue the mapping survey was written. This grant will also provide funds to produce a book for properties in the district to identify their historic features. It can be handy when renovations are proposed. Ms. Gilman reports attending a Train Committee Meeting earlier today. The train ridership is currently running at 90%. Ms. Gilman also presents some train stop and COAST transportation materials for review by the public.

**j. Correspondence**

A letter from the Sportsman's Club which Mr. Dean would prefer to hold off on since they'll be coming to the May 7, 2012 Selectman's Meeting to give their annual report.

A letter from Seacoast Family Promise thanking the Town of Exeter for their donation,

A letter from Richie McFarland Children's Center thanking the Town of Exeter for their donation.

A letter from Seacoast Mental Health Center thanking the Town of Exeter for their donation.

A letter from New Generations thanking the Town of Exeter for their donation.

A letter from Families First thanking the Town of Exeter for their donation.

A notice of a meeting planned for the Brentwood Recreation Center on April 30, 2012 at 6pm regarding energy planning, conservation and security.

A letter from Workforce Housing Coalition announcing an Affordable Housing Workshop on May 8, 2012 at 6:30 at the Town Hall.

A letter from the Local Government Center regarding the value of staff services provided by NH Municipal Management during 2011.

A memo from Kevin Smart, Maintenance Superintendent regarding vehicles available to purchase.

A memo from Assistant Fire Chief Berkenbush requesting the Board of Selectmen accept the three grants the department has been awarded.

**7. Review Board Calendar**

For the Agenda for May 7, 2012 Chairman Quandt wishes to review the Policies under Old Business. Mr. Ferraro is concerned that the Board is meeting only every other week. He feels the Board is not conducting the Town's Business. Chairman Quandt suggests he create a list of business the Board is not conducting for the next meeting.

**8. Non Public Session - None**

**9. Adjournment**

**Ms. Gilman moves to adjourn. Mr. Chartrand Seconds. Vote: Unanimous**

The board stood adjourned at 9:15pm.

Respectfully Submitted,

Jennifer Pond  
Recording Secretary

# DRAFT MINUTES

BOARD OF SELECTMEN MEETING

MINUTES

May 2, 2012

1. Call Meeting to Order

Chairman Matt Quandt convened the Board of Selectmen at 12:00 p.m in the Wheelwright Room of the Town Office. Other members of the Board present were: Mr. Dan Chartrand, Ms. Julie Gilman, Mr. Don Clement. Mr. Ferraro was absent due to a family matter. Town Manager, Russ Dean was also present.

2. Payroll and A/P. Selectman Chartrand moved approval of an accounts payable warrant checks dated April 27<sup>th</sup>, 2012 in the amount of \$138,592.38. Selectman Clement seconded. Motion carries. Selectman Chartrand moves to approve a payroll warrant checks dated April 22<sup>nd</sup>, 2012 in the amount of \$164,358.83. Selectman Clement seconds. Motion carries. Selectman Chartrand moves to approve a capital fund warrant in the amount of \$15,750. This is to JA Polito and Sons for work on Jady Hill Phase I. Selectwoman Gilman seconds. Motion carries. Selectman Chartrand moves to approve a capital warrant in the amount of \$99,729.55. This payment is to Revolution Energy for the solar array. Selectman Clement seconds. Selectwoman Gilman notes this was required outlay by the Town and we will be reimbursed by the energy grant. Motion carries. Selectman Chartrand moves to approve an accounts payable warrant in the amount of \$2,052,363. This is the May school payment to the Co-op and the Exeter School District. Selectwoman Gilman seconds. Motion carries.

3. Getty Property Update. The Town Manager presented the documents to the Board regarding the Getty purchase. We are ready to close. There are three documents that need to go back to TitlePro who is handling the closing. Authority is being requested to sign and send to the closing agent. Selectman Clement moved to grant authority to the Town Manager to sign the closing documents to complete the purchase approved by the voters in March 2012. Selectman Chartrand seconded. Further discussion. The Town Manager noted he had been informed by Credere Associates the draft report is on file with DES for CERCLA protection. He further reports that DPW has been engaged on the demolition and this would take place soon. Selectman Clement requested costs of the demolition and any paving touch up by DPW. Ms. Gilman confirms the Heritage Commission would like to take photos of inside the building. Mr. Dean will coordinate. Vote: Motion carries.

Discussion on the Farmer's Market permit for Thursday. Mr. Dean reports he has issued the permit under the current policy, but has added a proviso that it is only good for this month. The idea is to meet each month and re-grant the permit so it fits with the construction schedule through the summer. It looks as though June is the toughest month with perhaps 2 weeks where the Parkway will be unavailable due to it having to be opened to 2-way traffic because Water Street will be closed. Selectman Clement wishes to confirm the permit. He moves to approve the permit as presented. Selectwoman Gilman seconds. Motion carries.

Selectman Clement brings up a permit request from PEA to close the Parkway this weekend for a regatta. He does not recall PEA having to close the Parkway before. Mr. Dean reports the Police Department have reviewed and returned the permit and he is prepared to sign it. Mr. Clement suggests a review of this permit and others that close the Parkway as he is concerned about the Parkway being closed too often. Mr. Dean states the Trustees of the Parkway permit the events inside the Parkway on the land, so they will need to be part of the conversation. It is agreed the Town Manager will handle this permit request and he will put together a list of road closure permits granted throughout a typical year for BOS review.

# DRAFT MINUTES

Mr. Clement reports he has worked on a schedule of meetings with the Chairman for the coming months and this will be discussed Monday night. Mr. Chartrand requests the street sweeper issue be brought before the Board for disposition. Brief discussion on Monday night's agenda ensues. Mr. Dean reports he met with counsel on the private I and I questions raised and hopes to have the report for the Board Monday night. Selectman Clement requests a review of the water meter letter from DPW regarding shutting water off if no response from the homeowner.

## 6. Adjournment

Selectwoman Gilman moves to adjourn at 12:45 p.m. Selectman Clement seconds. Motion carries.

Respectfully submitted,

Russell Dean  
Town Manager

**Appointments – May 7<sup>th</sup>, 2012**

Jane Kiernan, Arts Committee, Term 4/30/15

Darius Thompson, Tech Committee, Term 4/30/15

Patrick Gordon, Historic District Commission, Alternate, 4/30/14

## Packet Overview – May 7<sup>th</sup>, 2012

### New Business

Item #1 – Butch York from the Sportsmens Club will be present to discuss the status of the Club and answer questions from the Board. This annual update is part of the lease agreement between the Town and the Club.

Item #2 – Eric Cimon from Access Sports will be present to discuss the sign request with the Board. We are recommending an annual, renewable license agreement with the stated terms. Final form would be reviewed by town counsel.

Item #3 – AIM Representatives Festival Planning. Representatives from the AIM will be present to discuss the issue of donations with the Board. We have pulled together a current listing of organizations that have some sort of donation, monetary benefit, etc. from their fundraising activities on Town property.

Item #4 – PEA Crosswalks. Safety Director Jeff Nelson will be present to discuss a proposed crosswalk improvement program with the Board. Mr. Nelson has visited with DPW and the Police Department who have offered their feedback on the plan.

Item #5 – Health Grants. The Fire Department will be present to introduce three health-related grants for acceptance by the Board. At least one of the grants is a renewal and funds the position of regional health coordinator, held by Mary Cook.

Item #6 – Fire training funds. The Fire Department will be present to discuss the training program offered by the State through a 4.4 million dollar grant. Our Department is taking part in the program as are several other Departments in the state. The State will reimburse the Town for all overtime incurred including backfilling as part of the program.

Item #7 – NH Bond Bank Documents. The Bond Bank has approved the Town's application for funding for the Norris Brook Culverts, Jady Hill Phase II, and Wastewater Facilities Plan/Design. The certification becomes part of the meeting record, and the loan agreement will need to be signed by the Chairman of the BOS, Town Treasurer, and Town Clerk.

Item #8 – Conservation Easement – 191 Epping Road. Kristen Murphy, Natural Resources Planner, has forwarded the conservation easement for the "Mobil on the Run" property on Epping Road. This easement has been reviewed by counsel and is ready for approval and signature by the Board.

### Old Business

Item #1 – Private I and I Program. Counsel is reviewing questions regarding method of payment, and validity of charging interest to ratepayers on the \$1,000 if they choose to pay over time. Also we are reviewing the lien process, and the issue of enforcing the current ordinance for those who "opt out" by sending a letter. I am looking to have all responses by Monday evening.

Item #2 – B/C/C Policies. These items have been marked up per the Board’s review on April 23<sup>rd</sup>. I have added a couple of small things – such as applicability (applies to all committees, not departments) and I have mentioned 91-A in the minutes section. We have also included the minutes from March 29, 2010 as a reference.

#### Other Business

- There will be a bid opening for the sidewalk tractor approved in the 2012 budget. Sealed bids were solicited and returned with an April 20<sup>th</sup>, 2012 deadline.

# THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936

Exeter, New Hampshire 03833

Clubhouse at Waterworks Pond

(603) 772-7468

<http://www.exetersportsmansclub.com>



April 1, 2012

Board of Selectmen  
Town of Exeter  
10 Front Street  
Exeter, New Hampshire 03833

Dear Board of Selectmen:

In compliance with paragraph 13 of the lease agreement, the Exeter Sportsman's Club, Inc. (ESC) has undertaken the following activities of public benefit in the 2011-2012 lease period;

1. ESC has again hosted the increasingly popular annual fishing derby for the youth of Exeter and surrounding communities. ESC in concert with local businesses and New Hampshire Fish and Game stock the Water Works Pond with fish and award various prizes (e.g. first fish, biggest fish, etc.) to the youth who participate.
2. ESC has trained about 80 persons in the safe handling of firearms. Although residency statistics are not readily available, the presumption is that most are Exeter residents because there is no advertising, except on the sign at the entrance to Water Works Pond Road and "word of mouth".

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "B. M. York". The signature is written in a cursive style.

B. M. York  
President

# THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936

Exeter, New Hampshire 03833  
Clubhouse at Waterworks Pond

(603) 772-7468

<http://www.exetersportsmansclub.com>



March 20, 2012

## Membership Information for Exeter Sportsman's Club

This is to certify that the following information regarding the membership of Exeter Sportsmans Club is true and correct as of this date.

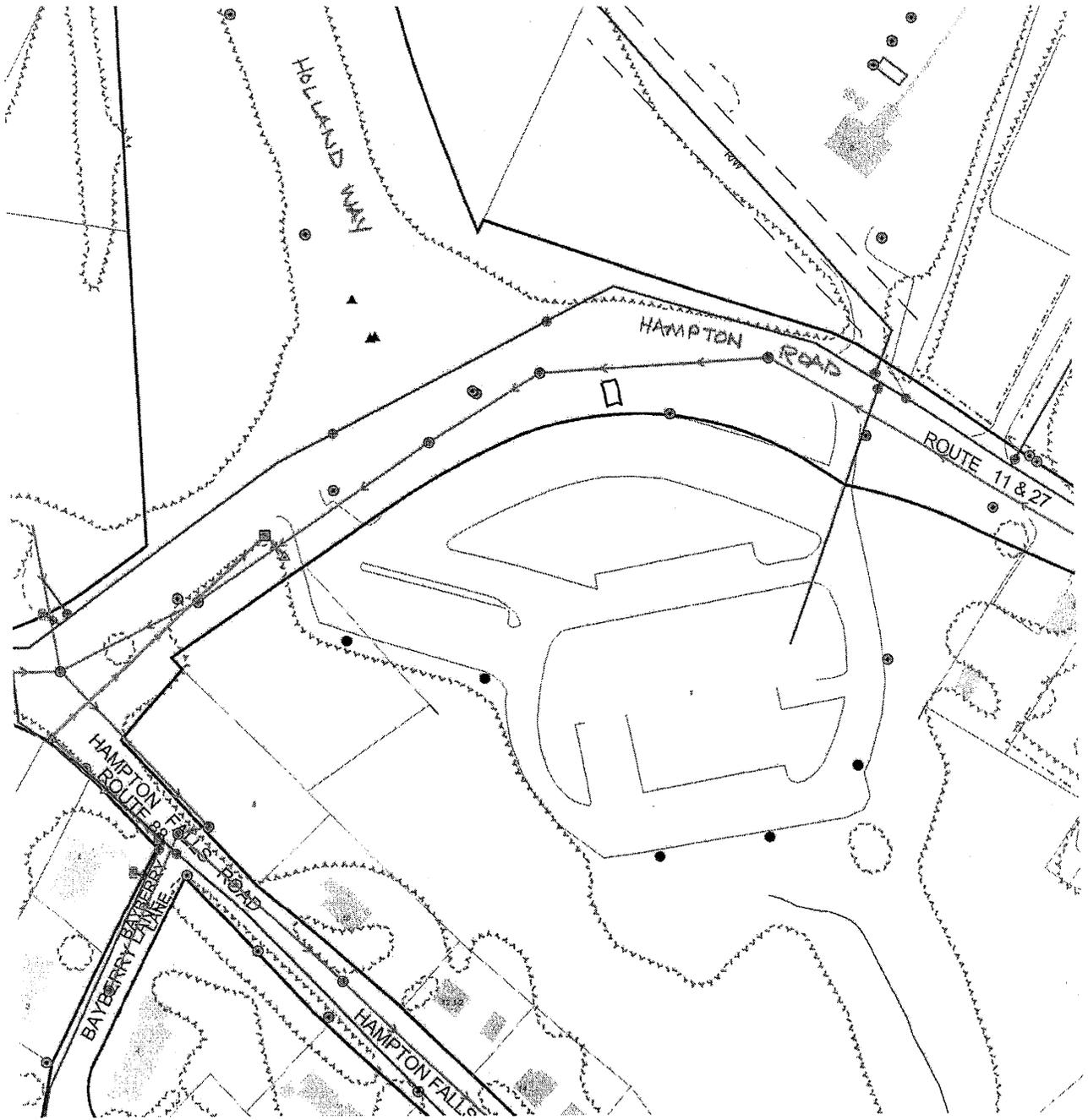
Of our membership of 336, 112 members, or 33%, are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 20% of members be residents of Exeter.

Of our 11 member Board of Directors, 6 are residents of the town of Exeter NH. This fulfills the requirement of our lease that at least 2 members of our Board of Directors be residents of Exeter.

Sincerely,

Thomas P. Wharton Jr  
Vice President, Exeter Sportsman's Club

ANNAMARIE STEELE  
Notary Public - New Hampshire  
My Commission Expires December 18, 2013



# Hampton Road ROW

Town of Exeter, NH

Scale: 1 inch = 150 feet

03/30/2012



### License Agreement

AGREEMENT made and entered into by and between the Town of Exeter, a New Hampshire municipal corporation, of 10 Front Street, Exeter, New Hampshire 03833 (“Licensor” and the \_\_\_\_\_, a New Hampshire \_\_\_\_\_ corporation, of \_\_\_\_\_, Exeter, New Hampshire, 03833 (“Licensee”) this \_\_\_\_th day of \_\_\_\_\_, 2012.

WHEREAS, the Licensor owns certain property located at 1 Hampton Road in Exeter (Tax Map XX, Lot XX), said property known as “Hampton Road Right of Way.”

WHEREAS, the Licensor has exclusive jurisdiction over the public right of way; and

WHEREAS, the Licensee desires to use a portion of the 1 Hampton Road Right-of-Way for a freestanding sign; and

WHEREAS, there is not a similar portion of the property to provide for maximum visibility for the public; and

WHEREAS, subject to the terms and conditions hereinafter set forth, the Licensor wishes to establish the terms of the License and the Licensee agrees to abide by such terms.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises, terms, provisions, and conditions set forth in this Agreement, the parties hereby agree as follows:

1. The License. Licensor hereby grants to Licensee the right to use a portion of the above described property for its sign, in accordance with the plan attached hereto and made a part hereof. Licensee may use only the areas as indicated on said plan.
2. Term. The term of this license shall be from May 1<sup>st</sup> through April 30<sup>th</sup> each year, for the duration of this License. The License is subject to renewal annually at the sole discretion of the Licensor. Licensee acknowledges that Licensor may terminate this License for any reason, or for no reason, upon 30 days notice to Licensee. Provided, however, that if the Licensee engages in any activity which, in the judgment of the Licensor, is harmful to the public health and safety, Licensor may terminate this License immediately.
3. Conditions and Restricted Activities
  - a. This License is expressly and exclusively granted to the Licensee. The rights being granted hereunder may not be assigned to any other person, entity, or party.
  - b. The sign shall conform to all requirements for signs in the Town of Exeter Zoning Ordinance and Town of Exeter General Ordinances regarding signage.
  - c. This License shall automatically terminate upon any sale of the Licensor’s property, regardless of any remaining term of the license.

4. Limitation of Liability
  - a. Licensor shall not be liable for any injury, damage, or loss of any kind whatsoever, to the Licensee or to any third persons, resulting from or arising out of the use of the Licensor's property or the conduct of Brooks Properties, Inc.. Licensee agrees to indemnify, defend and hold harmless the Licensor from liability, loss, or damage resulting therefrom, including any liability, loss or damage resulting from the negligence of the Licensor, its employees or agents.
  - b. Licensee agrees to maintain liability insurance in an amount not less than one-million dollars (\$1,000,000) during the term of this License Agreement and any renewal thereof, with the Town of Exeter to be named as an additional insured. Licensee shall provide to Licensor, upon request, a certificate of insurance verifying such insurance.
5. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Licensor and Licensee.
6. Entire Agreement. This License Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any modification or addition to the License Agreement shall be in writing and duly executed by the parties hereto.
7. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and such portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. Headings. The headings and captions in the Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.
9. Governing Law. This is a New Hampshire contract and shall be construed and enforced under and be governed in all respects by the laws of the State of New Hampshire, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the day and year above written

LICENSOR  
TOWN OF EXETER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Quandt, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald Clement, Vice-Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Chartrand, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Gilman, Selectwoman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Ferraro, Selectman

LICENSEE  
\_\_\_\_\_, INC.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Its President

**USE OF TOWN PROPERTY**

The purpose of this policy is to define the approved uses of Town buildings and equipment.

1. **Town Buildings:**

All Town buildings shall be used solely for the public business functions that they were intended. Use of the buildings for any other purpose requires prior approval by the Board of Selectmen. Application for public uses of Town buildings may be made at the Town Manager's office on the applicable form. Liability insurance must be provided by the petitioner and a fee for rental and custodial services may be assessed. Approval of applications for use will normally take place at the regularly scheduled meeting of the Board of Selectmen. The Board of Selectmen may authorize the Town Manager to execute applications for use of Town buildings.

The Town of Exeter maintains an open forum policy. This policy allows any group or organization to use Town buildings, so long as the group or organization does not sell goods or services for profit. When non-municipal groups use Town buildings, they do so under this open forum policy.

The use of Town buildings by any non-municipal group or organization for any activity or expression of any viewpoint does not constitute an endorsement of that activity or viewpoint(s) by the Town.

A. **Criteria for Approval:**

- (1) Applications for building use are approved on a first come-first served basis;
- (2) First preference should be given to events that are of interest to the largest number of people;
- (3) Second preference should be given to events that would benefit the greatest number of participants.

- B. Specific Listing of Priorities:
- (1) Any and all regular or special Town Meetings; any regular or special elections; any meeting of a duly constituted Town board;
  - (2) Any use by a school group for plays or other such activities; any bona fide state or federal agency meeting for Town purposes;
  - (3) Use by lecture groups (i.e. Merrill Lectures Series); use by players groups (i.e. Exeter Area Art Association);
  - (4) Any other group of Exeter residents.
- C. There shall be no use of Town buildings allowed for the purpose of sales of goods or services for profit.
- D. Application for building use shall be limited to four uses by the same user. Reapplication for subsequent use is permitted.

2. Loan of Town Equipment

Town equipment shall only be used by authorized personnel for Town functions. No Town equipment shall be loaned for personal or commercial use unless:

- A. authorized by the Board of Selectmen;
- B. in the event of an emergency or a compelling need, the Town Manager or a Department Head finds it appropriate to honor a request for loan or exchange from another municipality or vendor;
- C. small hand equipment may be loaned by department heads to other municipalities or a vendor if the equipment is used for an appropriate public function.

All loans shall be subject to the following criteria:

- A. the equipment is subject to immediate recall by the Town of Exeter if needed for an appropriate Town function;
- B. insurance coverage is in effect by the borrower;
- C. an inventory and receipt exchange is made on the equipment;
- D. damages, if they occur, are paid by the party borrowing the equipment.

3. Solicitation

Solicitations in Town of Exeter buildings shall be prohibited unless authorized by the Board of Selectmen or conducted in compliance with ordinary business or personal function of Town Government. Exceptions to this section may be granted under the following conditions:

- A. solicitation is conducted for or by town-related subjects and specifically authorized by the Town Manager;
- B. specific instances with the approval of a department head, when such action is in the best interest of personnel and/or the department, provided the activity does not disrupt the work site.

4. Use of Swasey Bandstand

The Swasey Bandstand shall not be used for any function without the approval of the Board of Selectmen. Applications for use may be made at the office of the Town Manager on the applicable form. Liability insurance must be provided by the petitioner and a fee for custodial services may be assessed. Approval of the application for use will normally take place at a regularly scheduled meeting of the Board of Selectmen.

5. Signs on Swasey Bandstand

No signs, banners, hangers or other devices may be attached to the Swasey Bandstand. Two sign boards for the use of public groups are available adjacent to the Town Hall.

*Sign Board Case (right of Town Hall):*

- a. signs shall be limited to 35" x 47" in size, poster board only;
- b. shall be placed in the sign case for no longer than seven (7) days;
- c. shall not be placed without proper written approval of the Town Manager on the applicable form;
- d. sign will be available to be picked up at the Town Office for one week after it is removed from the sign case, then it will be destroyed.

*Sign board (to left of Town Hall):*

- a. Sign insert material must be 1/4" or 3/8" waterproof plywood or hardboard;
- b. Drill four 1/2" holes in locations shown (on available sheet with application);
- c. Lettered insert attaches to sign w/existing wing nuts and 3/8" bolts;
- d. User is responsible for putting up and taking down sign.

Application for placement of signs at the Town Hall may be made at the Office of the Town Manager on the applicable form.

*The following language was approved by the Board of Selectmen at their regular meeting of January 5, 2004 concerning the use of free standing signs for events held in Town facilities:*

“Free standing signs are permitted advertising an event to be held in a Town facility.

Such signs may only be placed immediately in front of the facility or the entrance to the Bandstand. In the case of the Town Hall, signs may be placed on the porch and/or steps. Event signs may not be placed off site or to the side of the facility being used. Such signs will be limited to a total of 72 square feet per event, regardless of the number of Town facilities being used.

All signs will be free standing and in **no** case will signs be affixed to any Town property.

A sign is defined as any device providing identification, advertising or directional information for a specific business, service, product, person, organization, place or building. Included in this definition are graphic devices such as logos, attention-attracting media such as banners, pennants, flags or logo sculpture, and obtrusive colored fascia or architectural elements.”

Political campaigns are reminded that New Hampshire Revised Statute Annotated 664:17 provides in pertinent part: “No political advertising shall be placed on or affixed to any public property including highway rights-of-way or private property without the owner’s consent.” In general, the public right-of-way runs from the street to the building side of the sidewalk or telephone poles.

Date	Group	Activity	Permit
2-11	Art Committee	Art Show	Town Hall
3-11	GFWC-NH	Book sale	Town Hall
3-11	Exeter Area Garden Club	Speaker/Author	Town Hall
4-11	School Vacation Theater	Arts in Reach	Town Hall
5-11	Oyster River Players	Play	Town Hall
5-11	American Independence Museum	Art Appraisal	Town Hall
5-11	Art Committee	Exeter's Got Talent	Town Hall
5-11	Seacoast Artists	Art Workshop	Town Hall
6-11	Exeter Women's Club	Yard sale	Town Hall
7-11	Oyster River Players	Play	Town Hall
7-11	American Independence Museum	Concert	Town Hall
7-11	Exeter Women's Club	Summer Arts & Crafts Festival	Town Hall
7-11	Library	Concert	Town Hall
9-11		UFO	Town Hall
10-11	Seacoast Mother's Assoc.	Yard sale	Town Hall
10-11	Exeter Women's Club	Antique Appraisal	Town Hall
10-11	Exeter Chamber of Commerce	Fall Festival Entertainment	Town Hall
11-11	ECCA	Fine Arts and Craft Fair	Town Hall
11-11	Exeter Women's Club	Asian Silks & Silver	Town Hall
11-11	Cub Scouts	Rummage Sale	Town Hall
11-11	Talent Show and Film	FACE-NH	Town Hall
1-12 to 12-12		Holiday Parade Fundraiser	Raffle
1-12	Oyster River Players	Play	Town Hall
1-12	EHS	Cash Calendar Fundraiser	Raffle
2-12	Citizen's Bank	Acorn School	Raffle
3-12	Knights of Columbus	St. Patrick's Day	Raffle
4-12	Exeter Lion's Club		Auction
4-12	Seacoast Wind Ensemble	Concert	Town Hall
4-12	Parks and Rec	Fiddler's Concert	Town Hall
4-12	Oyster River Players	Play	Town Hall
5-12	Oyster River Players	Amare Cantare Concert	Town Hall
6-12	Exeter Women's Club	Yard sale	Town Hall
7-12	Oyster River Players	Play	Town Hall
7-12	American Independence Museum	Musical Arts	Town Hall
7-12	American Independence Museum		Raffle
9-12	UFO Festival		Town Hall
11-12	Exeter Women's Club	Asian Silks & Silver	Town Hall



Russ Dean <rdean@town.exeter.nh.us>

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## Question from website visitor

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**Nelson, Jeffrey S.** <jsnelson@exeter.edu>

Fri, Apr 20, 2012 at 1:01 PM

To: rdean@town.exeter.nh.us

Cc: "Wakeman, Roger F." <rwakeman@exeter.edu>, "Leighton, Mark F." <mleighton@exeter.edu>, jerry@town.exeter.nh.us

Mr. Dean,

Over the past few months we have developed a crosswalk improvement project. The project is driven by a deep concern for the safety of all pedestrians and drivers in and around the Academy campus. Part of this process included meeting with Director Perry and Chief Kane to solicit their input. At this point, we believe it would be advantageous to move forward with one pilot crosswalk. However, before going any further we would like the opportunity to present our project to the Board of Selectmen. If possible, we would like to have a prospective vendor participate in order to answer any technical questions that come up. The best presentation time estimate I can offer is approximately 30 minutes, depending on questions from the Board. We can adjust however it best fits with the agenda.

I would be glad to follow up with further discussion if you need any additional information.

Regards,

Jeff Nelson

W: 777-3611

C: 545-4642



# Memo

**To:** Board of Selectmen, Town Manager Russ Dean  
**From:** Assistant Fire Chief Berkenbush *KCB*  
**CC:** Chief Comeau, File  
**Date:** April 12, 2012  
**Re:** Acceptance of Grants

---

Below is a list of three grants that the Health Department has been awarded that need acceptance by the Board of Selectmen.

- **Public Health Network Grant:** This grant is for the amount of \$87,500.00. The purpose of this grant is to provide All Health Hazards Planning for the Greater Exeter Region. With this grant the Town hires Mary Cook to coordinate the planning for the 23 communities within the region. This money also provides for meeting expenses as well as printing and plan revision. This grant is from the State of NH DHHS.
- **Citizen Corps Grants:** The next two grants are from Volunteer New Hampshire. One grant is for \$5000.00 and the second one is for \$2500.00. This money is to help recruit, train and retain volunteers to be used in the event of an emergency. We are currently holding a training class, after the graduation of this class there will be 50 volunteer members in the region.

If you have any questions please feel free to contact me.

# Memo

**To:** Russell Dean, Town Manager  
**From:** Brian Comeau, Fire Chief   
**CC:**  
**Date:** 4/27/12  
**Re:** Account needed for grant training

---

Russ,

I have attached a copy of the e-mail sent by the NH Fire Academy announcing the 4.4 million dollars in grant training.

The Department of Safety has identified a number of training needs in the fire service, such as technical rescue, and recertification of hazardous material technicians. To meet these needs the Commissioner of Safety has approved a plan that fully cover the cost of training by covering backfill coverage and paying off duty members to attend these classes.

To take advantage of this much needed training the town would have to set up an account that all Grant Fire Department Training could be billed from. The estimated cost recovery for Exeter is est. to be \$ 90,000.

Currently we have members enrolling in swift water rescue, rescue systems I and II, Haz-Mat Technician, and the Haz-Mat recertification.

This is an excellent opportunity to advance the training of the department at no cost to the tax payers in Exeter. I don't believe that we will see another opportunity like this again. Please feel free to contact me if you have any questions. Thank you for your time. Brian

<piarmontfire@gmail.com>, "pittsfd@metrocast.net" <pittsfd@metrocast.net>, "r.hurlburt35@comcast.net" <r.hurlburt35@comcast.net>, "reichler@gorhamnh.org" <reichler@gorhamnh.org>, "rescue76@yahoo.com" <rescue76@yahoo.com>, "rfowler@farmingtonfd.net" <rfowler@farmingtonfd.net>, "rgilman@pitco.com" <rgilman@pitco.com>, "robert.cook12@comcast.net" <robert.cook12@comcast.net>, "robrien@goffstownnh.gov" <robrien@goffstownnh.gov>, "smurray@hudsonnh.gov" <smurray@hudsonnh.gov>, "starkvfd@ncia.net" <starkvfd@ncia.net>, "station1@wakefieldfirerescue.com" <station1@wakefieldfirerescue.com>, "stewyeaton@aol.com" <stewyeaton@aol.com>, "swiggin@bedfordnh.org" <swiggin@bedfordnh.org>, "syannuzzi@townofbristolnh.org" <syannuzzi@townofbristolnh.org>, "tmcpherson@windhamnewhampshire.com" <tmcpherson@windhamnewhampshire.com>, "totfire@worldpath.net" <totfire@worldpath.net>, "townadmin@newburynh.org" <townadmin@newburynh.org>, "townofhillfire@comcast.net" <townofhillfire@comcast.net>, "townoflandaff@aol.com" <townoflandaff@aol.com>, "twinmtd@roadrunner.com" <twinmtd@roadrunner.com>, "websterdeputy@tds.net" <websterdeputy@tds.net>, "wfd30C1@aol.com" <wfd30C1@aol.com>, "wfd80c1@warner.nh.us" <wfd80c1@warner.nh.us>, "whitefieldfirerescue@ne.rr.com" <whitefieldfirerescue@ne.rr.com>, "wilmotfd@comcast.net" <wilmotfd@comcast.net>, "wolffire@metrocast.net" <wolffire@metrocast.net>, "wsullivan@town.rye.nh.us" <wsullivan@town.rye.nh.us>, "wvfd1@myfairpoint.net" <wvfd1@myfairpoint.net>

**To All Fire Chiefs:**

Begin forwarded message:

**From:** "Plummer, Perry" <Perry.Plummer@dos.nh.gov>  
**Date:** April 8, 2012 7:15:00 PM EDT  
**To:** <rokeefe@nhlgc.org>  
**Subject:** Grant Reimbursement

Hi Ron,

I was wondering if the LGC could send something out ASAP pursuant to getting grant reimbursement back in a communities budget.

Here is some of the information:

**The New Hampshire Fire Academy is excited to announce the acquisition of grant funds specifically for "boots on the ground training." This "one time" money will give the New Hampshire first responder community an outstanding opportunity to raise the training and preparedness levels of full time, call and volunteer first responders while keeping the training cost neutral to participating communities.**

**The unique "once-in-a-lifetime" funding of training is made possible by significant changes to the administering of funds from the Homeland Security Grant Program. Those taking part in a specific training program will be eligible for overtime and backfill costs.**

**This includes call departments reimbursement for call salaries and volunteer first responders will receive a stipend while full time department members will have the cost of their participation covered by overtime or backfill.**

**Training programs offered under the \$4.4 million Homeland Security Grant Program will include a host of specific technical rescue courses which include**

rescue skills, Rescue Systems I & II, technical trench rescue, technical rope rescue operations, technical confined space rescue, and swift water rescue. A couple of train the trainer courses for the new IAFF Fire Ground Survival will also be conducted.

In addition to the technical rescue courses we will be looking to fill some training gaps in the area of hazardous materials. A primary focus will be to provide current Hazmat team members a much needed 40-hour refresher course. Additional Hazmat programs will include Hazmat operations, decontamination, as well as some initial technician programs.

ICS classes also eligible for expense recovery will include: H806 Incident Command, ICS 300, ICS400.

Please note that *only* the courses mentioned above are included in this offering.

Most of you have already seen a significant increase in course offerings over the past nine months. The addition of this grant money will not affect other classes. The Academy will still continue to increase class offerings across the board based on the needs of the state's first responder community. Therefore, the Academy will be expanding other course offerings not included in the Grant program. Watch for the announcement of these new courses.

*These training reimbursement funds must be expended by November 1, 2012.* (NOTE: no grace period!) Class posting for the grant program courses noted above will be out soon. Please watch for them. Remember that classes are filled on a first come/first served basis once the application period opens for each program. So, please plan accordingly.

The Department of Safety would like to thank the NH Association of Fire Chiefs, The Professional Firefighter's of NH, The State Fireman's Association as well as the NH Hazmat Collaborative for their invaluable assistance as we navigate this process.

Questions? Call the Fire Academy direct at 223-4200 or e-mail me at [perry.plummer@dos.nh.gov](mailto:perry.plummer@dos.nh.gov)

Sincerely,

Perry E. Plummer

Director,

Division of Fire Standards & Training and

Emergency Medical Services

Please find additional information pursuant to the recent announcement of training grant money. I have included a backfill and overtime policy that should answer some of your questions. I have also included (at the end) the information that was previously sent out. We will be sending out additional documents that will assist in filling out the overtime/backfill paperwork.

Also, there has been many questions about the number of classes that will be conducted

with this grant money. The following represents our current estimates of programs that will be available (which we hope to exceed). Posting for these programs will come out over the next couple weeks. Many of these classes will be at the Academy and many will be in the field, scattered throughout the state.

They will be posted on our website as well as sent out on our listserve. If you want to be on our listserve please send me an e mail and we will add you. We just need an e mail address to include you.

***Online registration will be available for most (if not all) grant funded classes at <http://www.nh.gov/safety/divisions/fstems/training/schedtrdates.html>***

Although the Academy will continue to offer a variety of classes, ***only*** the programs listed below qualify for this training money.

#### **Hazardous Materials Classes**

14 - Hazmat Refresher - 40 hour program (For Hazmat Team Members)

6 - Hazmat Technician - 80 hour program

6 - Hazmat Operations - 24 hour program

5 - Hazmat Decon Classes - 16 hour program

1 - Hazmat Tank Car Course - 16 hour program

1 - Hazmat Hot Zone - 8 hour program

#### **Technical Rescue Classes**

4 - Rescue Systems I - 50 hour program

3 - Rescue Systems II - 40 hour program

7 - Rescue Skills - 32 hour program

4 - Trench Rescue - 32 hour program

4 - Confined Space Technician - 24 hour program

3 - Rope Rescue Operations - 40 hour program

3 - Rope Rescue Technician - 40 hour program

2 - (IAFF) Fire Ground Survival Program (TtT) - 32 hour program

5 - Swift Water Rescue – Unit 1 (Operations) 24 hour program

## 4 - Swift Water Rescue – Unit 1 (Technician) 24 hour program

### ICS Classes

Numerous - H806 ICS Class – 16 hour program

Numerous - ICS 300 – 36 hour program

Numerous - ICS 400 – 24 hour program

**\*ICS classes can be booked for an entire department.**

Programs will be filled on a first come - first serve basis (once the application period is open). In an effort to allow everyone a fair opportunity at this training, there will be some limitations on a single department monopolizing any one class (excluding the hazmat refresher programs).

### OVERTIME AND BACKFILL POLICY

#### 1. Scope

This policy shall take affect immediately and will apply to training participation for eligible classes as outlined below which are based on SHSGP fiscal years 2007, 2008 and 2009 only. This policy shall be in effect until November 1, 2012. This policy shall not be precedent setting for any other classes, programs or grant periods,

At this time only the following NH Fire Academy sponsored classes are eligible under this policy:

#### **Hazardous Materials Classes**

- Hazmat Refresher - 40 hour program (Only Hazmat Team Members)
- Hazmat Technician - 80 hour program
- Hazmat Operations - 24 hour program
- Hazmat Decon Classes - 16 hour program
- Hazmat Tank Car Course - 16 hour program
- Hazmat Hot Zone - 8 hour program

## Technical Rescue Classes

- Rescue Systems I - 50 hour program
- Rescue Systems II - 40 hour program
- Rescue Skills - 32 hour program
- Trench Rescue - 32 hour program
- Confined Space Technician - 24 hour program
- Rope Rescue Operations - 40 hour program
- Fire Ground Survival Program (TtT) - 32 hour program
- Swift Water Rescue – Unit 1 (Operations) 24 hour program
- Swift Water Rescue – Unit 1 (Technician) 24 hour program

## ICS Classes

- H806 ICS Class – 16 hour program
- ICS 300 – 36 hour program
- ICS 400 – 24 hour program

## 2. Policy:

The policy set forth shall be for all first responders that attend eligible classes as outlined above.

### A. General Conditions

1. Under no circumstances is dual compensation allowed.
2. There is no reimbursement for straight time pay except in the cases of part time, paid-per-call or volunteer stipends.
3. The maximum allowable reimbursement is set by the Commissioner of the NH Department of Safety at \$600 per person per day (including benefits) for overtime and \$750 person per day (including benefits) for backfill. However, if any Communities' costs rise above this threshold, they may petition the Commissioner for a waiver. This waiver must be submitted in writing to the NH Fire Academy for review prior to submission to the Commissioner and these will be handled on a case-by-case basis.

**Only expenses outlined in this document shall be eligible for reimbursement.**

Reimbursement for Overtime and/or Backfill will be paid to the community not the student. The Grant reimbursement is intended to make a "municipality whole" for the participation of an employee in training or exercises.

## B. FULL TIME PERSONNEL

Communities will be reimbursed for full time personnel participating in eligible training under the following conditions:

### Overtime

1. Full time personnel who are paid overtime to attend training will be reimbursed for actual time in class; i.e. 8 hours of pay for an 8 hour class. Travel time and/or mileage are not eligible.

### Backfill

2. Full time personnel who are called in on overtime to cover a duty shift for another member who is on-duty therefore receiving straight time to attend training (backfill) will be reimbursed for the actual class time plus reasonable travel time to allow for the straight time member to arrive at the training site and then return to duty. ***As an example, if FF Smith is scheduled to work 12 hours from 8:00 AM to 8:00 PM, but is assigned to training that runs from 9:00 AM to 5:00 PM, and FF Jones is brought in on overtime to cover FF Smith's duty shift, FF Jones' overtime will be reimbursed from 8:00 AM to whatever time FF Smith returns to duty within reason***

When travel time appears to be excessive the Division shall use MapQuest travel time as an arbitrator. A waiver request can be granted in case of extenuating circumstances.

It is expected that the responder who is assigned to training in lieu of normal duty and whose shift is being covered will return to duty to complete their normal shift assignment.

## C. PART-TIME PERSONNEL

If an agency has budgeted employees to work less than a full time schedule, the time that these employees spend traveling to and attending approved training above and beyond their regularly scheduled hours can be considered overtime and therefore covered. For example, if an agency budgets an individual for 20 hours per week but approved training activities require that person to work 25 hours in a week, the additional 5 hours spent in training could be covered by SHSGP grants.

## D. PAID-FOR-CALL, PAID-ON-CALL, AND PAID-PER-CALL VOLUNTEER PERSONNEL

If an agency relies upon paid-for-call, paid-on-call, and/or paid-per-call volunteer personnel and opts to include them in approved training and exercises, grantees can use SHSGP grant funds to pay volunteers for their attendance at these activities in accordance with established processes. These Communities will be reimbursed for their members to attend training based on their documented rate of pay.

#### **E. STIPENDS FOR VOLUNTEER FIRST RESPONDERS**

Stipends for purely volunteer first responders to attend approved training are allowable when volunteers are completely unpaid and no legal agreement exists to support pay for training activities with the following justification:

These Communities will be reimbursed for actual class time at the rate of \$20.80 per hour. Student travel time and mileage expenses are not eligible.

All funds will be paid to the community. Students will not receive payment made out to them.

#### **F. Filing Procedure**

The following procedure must be followed by all Communities seeking reimbursement of payroll costs as outlined in this policy:

All documentation packages must be submitted to the NH Fire Academy for initial review. The following documents **must** be submitted as part of this package:

1. Successful completion of the specific training courses must be on file at the Fire Academy.
2. Completed NH Department of Safety Overtime/Backfill Reimbursement Forms for each person for whom reimbursement is being requested, **signed by an authorized official.**
3. Payroll documentation to support the requested reimbursement, signed by an **official authorized to approve payroll.**
4. Summary sheet listing the employee name, date of training, rate of pay, hours, benefits by percentage and total amount requested, **signed by an authorized official.** Benefits are limited to FICA, Workers Compensation, Unemployment Compensation and Retirement rate in effect at the time of the training.
5. Volunteer Stipend Justification, **signed by an authorized official.**
6. Invoice for the total amount requested, made out to NH Department of Safety, Grants Management Unit.

TOWN OF EXETER, NEW HAMPSHIRE (the "Issuer")

CERTIFICATE OF VOTE REGARDING AUTHORIZATION  
OF BONDS AND APPROVAL OF  
LOAN AGREEMENT WITH THE NEW HAMPSHIRE MUNICIPAL BOND BANK

I, the undersigned Clerk of the Issuer, hereby certify that a meeting of the Governing Board of Issuer (the "Board") was held on \_\_\_\_\_. A quorum of the Board was in attendance and voting throughout.

I further certify that there are no vacancies on the Board, that all of the members of the Board were duly notified of the time, place and purposes of said meeting, including as one of the purposes the authorization of bonds and the approval of a Loan Agreement between the New Hampshire Municipal Bond Bank (the "Bond Bank") and the Issuer.

I further certify that the following is a true copy of resolutions unanimously adopted at said meeting:

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on July 12, 2011 under Article 1 of the Warrant for the special meeting of Issuer and on March 13, 2012 under Articles 6 and 8 of the Warrant for the annual meeting of Issuer there be and hereby is authorized the issuance of a \$4,700,000 Bond of the Issuer (the "Bond") which is being issued by the Issuer for the following purposes: financing (i) the replacement of culverts; (ii) water, sewer and drainage improvements; and (iii) the creation of a wastewater facilities plan.

The Bond shall be dated as of its date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to a certain Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of four and one-quarter percent (4.25%) per annum or such lesser amount as may be determined by a majority of the Board. The Bond shall be substantially in the form set forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

RESOLVED: That the Bond shall be sold to the Bond Bank at the par value thereof plus any applicable premium.

RESOLVED: That in order to evidence the sale of the Bond, the Treasurer of Issuer and a member of the Board are authorized and directed to execute, attest and

deliver, in the name and on behalf of the Issuer, a Loan Agreement in substantially the form submitted to this meeting, which is hereby approved, with such changes therein not inconsistent with this vote and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers shall be conclusively evidenced by the execution of the Loan Agreement by such officers.

RESOLVED: That all things heretofore done and all action heretofore taken by the Issuer and its officers and agents in its authorization of the project to be financed by the Bond are hereby ratified, approved and confirmed.

RESOLVED: That the Clerk and the signers of the Bond are each hereby authorized to take any and all action necessary and convenient to carry out the provisions of this vote, including delivering the Bond against payment therefor.

RESOLVED: That the useful life of the project being financed is in excess of twenty five (25) years.

I further certify that said meeting was open to the public; the aforesaid vote was not taken by secret ballot nor in executive session; that notice of the time and place of said meeting was posted in at least two (2) appropriate public places within the territorial limits of the Issuer, or published in a newspaper of general circulation in said area, at least twenty-four (24) hours, excluding Sundays and legal holidays, before said meeting; that no deliberations or actions with respect to the vote were taken in executive session; and that the minutes of said meeting have been promptly recorded and have been or will be made open to inspection within one hundred forty-four (144) hours of said meeting, all in accordance with Chapter 91-A, N.H.R.S.A., as amended.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WITNESS my hand and seal of the Issuer this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CLERK OF ISSUER

(SEAL)

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**L O A N A G R E E M E N T**

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AGREEMENT, dated the \_\_\_\_\_ day of June, 2012, between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Town of Exeter** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$3,650,000** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

(a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.

(b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate of 4.25% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least five (5) business days prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least five (5) business days prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at least five (5) business days prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

9. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

10. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

11. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

12. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

13. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

14.(a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

14.(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies.
- (b) Non-payment related defaults, if material.
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (e) Substitution of credit or liquidity providers, or their failure to perform.
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Bonds, or other material events affecting the tax-exempt status of the Municipal Bonds.
- (g) Modifications to rights of the beneficial owners of the Municipal Bonds, if material.
- (h) Bond calls, if material, and tender offers.
- (i) Defeasance of the Municipal Bonds or any portion thereof.

- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds, if material.
- (k) Rating changes.
- (l) Bankruptcy, insolvency, receivership or similar event of the Government Unit.
- (m) The consummation of a merger, consolidation, or acquisition involving the Government Unit or the sale of all or substantially all of the assets of the Government Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

15. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

16. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

17. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

18. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

19. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**NEW HAMPSHIRE MUNICIPAL BOND BANK**

Attest:

By \_\_\_\_\_  
**Secretary, NHMBB**

**(NHMBB SEAL)**

By \_\_\_\_\_  
**Chairman, NHMBB Board of Directors**

\*\*\*\*\*

**Town of Exeter**

Attest:

By \_\_\_\_\_  
**Member, Board of Selectmen**

By \_\_\_\_\_  
**Town Clerk**

By \_\_\_\_\_  
**Town Treasurer**

**TOWN ( SEAL)**

**EXHIBIT A**

**Town of Exeter**

**MATURITY SCHEDULE**

**Governmental Unit's Bonds**

<b>Due</b>	<b>Principal Amount</b>
8/15/2013	285,000
8/15/2014	280,000
8/15/2015	280,000
8/15/2016	280,000
8/15/2017	280,000
8/15/2018	270,000
8/15/2019	270,000
8/15/2020	135,000
8/15/2021	135,000
8/15/2022	135,000
8/15/2023	130,000
8/15/2024	130,000
8/15/2025	130,000
8/15/2026	130,000
8/15/2027	130,000
8/15/2028	130,000
8/15/2029	130,000
8/15/2030	130,000
8/15/2031	130,000
8/15/2032	130,000
<b>Total Issue</b>	<b>\$3,650,000</b>

## TOWN OF EXETER, NEW HAMPSHIRE

### POST-ISSUANCE TAX COMPLIANCE POLICY AND PROCEDURES FOR TAX-EXEMPT OBLIGATIONS

The purpose of this Post-Issuance Tax Compliance Policy and Procedures is to establish policies and procedures in connection with tax-exempt bonds and notes (the "Bond" or "Bonds") issued by the Town of Exeter, New Hampshire (the "Issuer") so as to maximize the likelihood that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met.

1. Compliance Coordinator:

- a) The Finance Director ("Coordinator") shall be responsible for monitoring post-issuance compliance.
- b) The Coordinator will maintain a copy of the transcript of proceedings in connection with the issuance of any tax-exempt obligations. The Coordinator will obtain such records as are necessary to meet the requirements of this policy.
- c) The Coordinator shall consult with bond counsel, a rebate consultant, financial advisor, Internal Revenue Service ("IRS") publications and such other resources as are necessary to understand and meet the requirements of this policy.
- d) Training and education of the Coordinator and his/her staff will be sought and implemented upon the occurrence of new developments and upon the hiring of new personnel to implement this policy.

2. Record-Keeping.

a) Financing Transcripts. The Coordinator shall confirm the proper filing with the IRS of an 8038 Series return, and maintain a transcript of proceedings for all tax-exempt obligations issued by the Issuer, including but not limited to all tax-exempt bonds, notes and lease-purchase contracts. Each transcript shall be maintained for as long as the Bonds are outstanding, plus three (3) years after the final redemption date of the Bonds. Said transcript may be maintained in electronic format and shall include, at a minimum:

- 1) Form 8038s;
- 2) minutes, resolutions, and certificates;
- 3) certifications of issue price from the underwriter, if applicable;
- 4) formal elections required by the IRS;

- 5) trustee statements, if applicable;
- 6) records of refunded bonds, if applicable;
- 7) correspondence relating to bond financings;
- 8) reports of any IRS examinations for bond financings;
- 9) documents related to governmental grants associated with construction, renovation or purchase of bond financed facilities, if applicable; and
- 10) publications, brochures, and newspaper articles, where applicable.

b) Modification to Financing Documents. The Coordinator shall determine if there is any “significant modification” to bond documents resulting in reissuance under Treasury Regulations §1.1001-3, in consultation with bond counsel and any other legal counsel and financial advisor. The Coordinator shall retain proof of filing new Form 8038 and relevant documentation plus final rebate calculation on pre-modification bonds.

3. Proper Use of Proceeds. The Coordinator shall review the resolution authorizing issuance for each tax-exempt obligation issued by the Issuer and shall:

- a) obtain a computation of the yield on such issue from the Issuer’s financial advisor;
- b) create a separate Project Fund (with as many sub-funds as shall be necessary to allocate proceeds among the projects being funded by the issue) and a separate Cost of Issuance Fund as necessary to allocate proceeds to Bond issuance costs into which the proceeds of the issue shall be deposited, as applicable;
- c) review all requisitions, draw schedules, draw requests, invoices and bills requesting payment from the Project Fund;
- d) determine whether payment from the Project Fund is appropriate, and if so, make payment from the Project Fund (and appropriate sub-fund if applicable);
- e) maintain records of the payment requests and corresponding records showing payment;
- f) maintain records showing the earnings on, and investment of, the Project Fund;
- g) ensure that all investments acquired with proceeds are purchased at fair market value;
- h) identify bond proceeds or applicable debt service allocations that must be invested with a yield-restriction and monitor the investments of any yield-

restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted;

- i) maintain records related to any investment contracts, credit enhancement transactions, and the bidding of financial products related to the proceeds; and
- j) monitor and maintain records of the reimbursement of costs previously expended by the Issuer to ensure that such reimbursement occurs not more than 18 months after the later of (i) the dates of the expenditures or (ii) the date the project/asset was placed in service (but not more than 3 years after the original expenditures were paid) except with respect to those expenditures for which the Issuer obtained a certificate of licensed engineer/architect to the effect that (I) at least five (5) years was necessary to complete the construction of the part of the project for which such expenditures were required; and (II) such expenditures shall be reimbursed not more than five (5) years after the date that the original expenditures were paid.

4. Arbitrage/Rebate Compliance and Timely Expenditure of Proceeds. The Coordinator shall review the No Arbitrage and Tax Certificate (or equivalent) (the "Certificate") for each tax-exempt obligation issued by the Issuer and the expenditure records provided in Section 2 of this policy, above, and shall ensure that the Issuer takes the following actions:

- a) monitor and ensure that proceeds of each such issue are spent within the temporary period set forth in the Certificate;
- b) if at the time of issuance, it appears that that the Bonds will qualify for the small issuer exception to the rebate requirement, the Coordinator will monitor the amount of subsequent tax-exempt obligations issued or proposed to be issued in the calendar year in which the Bonds closed to ensure that the Issuer does not exceed the \$5 million or \$15 million threshold, as applicable, in such calendar year;
- c) if at the time of issuance, based on reasonable expectations set forth in the Certificate, it appears likely that the issue will qualify for an exemption from the rebate requirement, the Issuer may defer taking any of the actions set forth in subsection (c) below. Not later than the time of completion of construction or acquisition of the project, and depletion of all funds from the Project Fund, the Issuer shall make a determination if the expenditure of the Bond proceeds qualified for an exemption from the rebate requirements based on spending within a 6 month, 18 month or 2 year period after issuance. If a rebate exemption is determined to be applicable, the Issuer shall prepare and keep in the permanent records of the issue a memorandum evidencing this conclusion together with records of expenditure to support such conclusion. If the transaction does not qualify

for rebate exemption, the Issuer shall initiate the steps set forth in (c) below;

- d) if at the time of issuance it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (b) above, the Issuer shall:
- i. engage the services of expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, or else shall ensure that it has adequate financial, accounting and legal resources of its own to make such calculations, and, prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;
  - ii. provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
  - iii. monitor efforts of the Rebate Service Provider;
  - iv. assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;
  - v. during the construction period of each capital project financed in whole or in part by Bonds, monitor the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 2 years, as applicable, following the issue date of the Bonds;
  - vi. retain copies of all arbitrage reports, trustee statements and other documents as required herein; and
  - vii. in lieu of engaging an outside Rebate Service Provider, the Issuer may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

5. Proper Use of Bond Financed Assets.

- a) The Coordinator shall maintain appropriate records and a list of all bond financed assets. Such records shall include the actual amount of proceeds (including investment earnings) spent on each of the bond financed assets.
- b) With respect to each bond financed asset, the Coordinator will monitor and confer with bond counsel with respect to all proposed:
  - i. management contracts,
  - ii. service agreements,
  - iii. research contracts,
  - iv. naming rights contracts,
  - v. leases or sub-leases,
  - vi. joint venture, limited liability or partnership arrangements,
  - vii. sale of property, or
  - viii. any other change in use of such asset.
- c) Section 141 of the Code sets forth private activity tests for the purpose of limiting the volume of tax-exempt bonds that finance activities of persons other than state and local governmental entities. These tests serve to identify arrangements that actually or reasonably expect to transfer the benefits of tax-exempt financing to non-governmental persons, including the federal government. The Coordinator shall provide to the users of any bond financed property a copy of this Compliance Policy and other appropriate written guidance advising that:
  - i. “Private business use” means use by any person other than the Issuer, including business corporations, partnerships, limited liability companies, associations, non-profit corporations, natural persons engaged in trade or business activity, and the United States of America and any federal agency, as a result of ownership of the property or use of the property under a lease, management or service contract (except for certain “qualified” management or service contracts), “naming rights” contract, “public-private partnership” arrangement, or any similar use arrangement that provides special legal entitlements for the use of the bond financed property;
  - ii. No more than 10% of the proceeds of any tax-exempt bond issue (including the property financed with the Bonds) may be used for private business use, of which no more than 5% of the proceeds of the tax-exempt bond issue (including the property financed with the bonds) may be used for any “unrelated” private business use – that is, generally, a private business use that is not functionally related to the government’s purposes of the Bonds; and no more than the lesser of \$5,000,000 or 5% of the proceeds of a tax-exempt bond issue may be used to make or finance a loan to any person

other than a state or local government unit;

- iii. Before entering into any special use arrangement with a non-governmental person that involves the use of bond financed property, the Coordinator will consult with bond counsel, provide bond counsel with a description of the proposed non-governmental use arrangement, and determine whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond financed property; and
- iv. In connection with the evaluation of any proposed non-governmental use arrangement, the Issuer will consult with bond counsel to obtain federal tax advice in whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond financed property, and, if not, whether any “remedial action” permitted under §141 of the Code may be taken as means of enabling that use arrangement to be put into effect without adversely affecting the tax-exempt status of the Bonds.

- d) The Coordinator shall maintain a copy of any such proposed agreement, contract, lease or arrangement, together with the response by bond counsel with respect to said proposal for at least three (3) years after retirement of all tax-exempt obligations issued to fund all or any portion of bond financed assets;
- e) The Coordinator shall consult with bond counsel and other legal counsel and advisers in the review of any change in use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Certificate;
- f) The Coordinator shall confer at least annually with other personnel responsible for bond-financed or refinanced assets to identify and discuss any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Certificate; and
- g) To the extent that the Coordinator discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, the Coordinator shall consult promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

6. Bank Qualification. If the Bonds are issued in a par amount of \$10 million or less and designated by the Issuer as “bank qualified” under Section 265(b)(3) of the Code, the Coordinator will monitor the amount of subsequent tax-exempt

obligations issued or proposed to be issued in the calendar year in which the Bonds closed to ensure that the Issuer does not exceed the \$10 million threshold in such calendar year.

7. General Project Records. For each project financed with tax-exempt obligations, the Coordinator shall maintain a copy of all material documents relating to capital expenditures financed or re-financed by tax-exempt proceeds, until three (3) years after retirement of the tax-exempt obligations or obligations issued to refund those obligations including (without limitation), the following:

- a) appraisals, demand surveys or feasibility studies,
- b) applications, approvals and other documentation of grants,
- c) depreciation schedules,
- d) contracts respecting the project, including construction contracts,
- e) purchase orders,
- f) invoices,
- g) trustee requisitions and payment records,
- h) documents relating to costs reimbursed with Bond proceeds, and
- i) records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of proceeds.

8. Advance Refundings. The Coordinator, shall be responsible for the following current, post issuance and record retention procedures with respect to advance refunding bonds:

- a) Identify and select bonds to be advance refunded with advice from internal financial personnel, and a financial advisor;
- b) The Coordinator shall identify, with advice from the financial advisor and bond counsel, any possible federal tax compliance issues prior to structuring any advance refunding;
- c) The Coordinator shall review the structure with the input of the financial advisor and bond counsel, of advance refunding issues prior to the issuance to ensure (i) that the proposed refunding is permitted pursuant to applicable federal tax requirements if there has been a prior refunding of the original bond issue; (ii) that the proposed issuance complies with federal income tax requirements which might impose restrictions on the redemption date of the refunded bonds; (iii) that the proposed issuance complies with federal income tax requirements which allow for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance refunding bonds to become "arbitrage bonds"; (iv) that the proposed issuance will not result in the issuer's exploitation of the difference between tax exempt and taxable interest rates to obtain a financial advantage nor overburden the tax exempt market in a way that might be considered an abusive

transaction for federal tax purposes; and (v) that the proposed refunding complies with applicable State law.

- d) The Coordinator shall collect and review data related to arbitrage yield restriction and rebate requirements for advance refunding bonds. To ensure such compliance, the Coordinator shall engage a rebate consultant to prepare a verification report in connection with the advance refunding issuance. Said report shall ensure said requirements are satisfied.
- e) The Coordinator shall, whenever possible, purchase SLGS to size each advance refunding escrow. The financial advisor and/or bond counsel shall be included in the process of subscribing SLGS. To the extent SLGS are not available for purchase, the Coordinator shall, in consultation with bond counsel and the financial advisor, comply with IRS regulations.
- f) To the extent the Issuer elects to purchase a guaranteed investment contract, the Coordinator shall ensure, after input from bond counsel, compliance with any bidding requirements set forth by the IRS regulations.
- g) In determining the issue price for any advance refunding issuance, the Coordinator shall obtain and retain issue price certification by the purchasing underwriter at closing.
- h) After the issuance of an advance refunding issue, the Coordinator shall ensure timely identification of violations of any federal tax requirements and engage bond counsel in attempt to remediate same in accordance with IRS regulations.

9. Continuing Disclosure. The Coordinator shall assure compliance with each continuing disclosure certificate and annually, per continuing disclosure agreements, file audited annual financial statements and other information required by each continuing disclosure agreement. The Coordinator will monitor material events as described in each continuing disclosure agreement and assure compliance with material event disclosure. Events to be reported shall be reported promptly, but in no event not later than ten (10) Business Days after the day of the occurrence of the event. Currently, such notice shall be given in the event of:

- a) Principal and interest payment delinquencies;
- b) Non-payment related defaults, if material;
- c) Unscheduled draws on debt service reserves reflecting financial difficulties;

- d) Unscheduled draws on credit enhancements relating to the bonds reflecting financial difficulties;
- e) Substitution of credit or liquidity providers, or their failure to perform;
- f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the bonds, or material events affecting the tax-exempt status of the bonds;
- g) Modifications to rights of Holders of the Bonds, if material;
- h) Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;
- i) Defeasances of the bonds;
- j) Release, substitution, or sale of property securing repayment of the bonds, if material;
- k) Rating changes on the bonds;
- l) Bankruptcy, insolvency, receivership or similar event of the Issuer;
- m) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

10. Due Diligence and Remedial Actions. In all activities related to the Issuer's Bonds, the Coordinator and his/her staff will exercise due diligence to comply with the Code provisions governing tax-exempt obligations. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the IRS which allows issuers to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the Bonds were issued.

11. Periodic Review. The Issuer will monitor compliance with the guidelines contained in this policy as well as any other covenants not specifically included herein

and will review and update these guidelines at least annually and whenever necessary due to change in law or circumstances.

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THIS IS A NON-CONTRACTUAL CONVEYANCE  
PURSUANT TO NEW HAMPSHIRE RSA 78-B:2  
AND IS EXEMPT FROM THE NEW HAMPSHIRE  
REAL ESTATE TRANSFER TAX.

## CONSERVATION EASEMENT DEED

**GLOBAL COMPANIES LLC**, a Delaware corporation with a place of business at 800 South Street, Waltham, Massachusetts 02454 (hereinafter referred to as the “Grantor” which word where the context requires includes the plural and shall, unless the context clearly indicated otherwise, include the Grantor’s successors, and assigns), for consideration paid, with **QUITCLAIM** covenants grants in perpetuity to the **TOWN of EXETER**, a municipal corporation situated in Rockingham County, State of New Hampshire, acting through its Conservation Commission pursuant to RSA 36-A:4, of 10 Front Street, Exeter, NH 03833, (hereinafter referred to as the “Grantee” which shall, unless the context clearly indicates otherwise, include the Grantee’s successors and assigns), the conservation easement (herein referred to as the “Easement”) hereinafter described with respect to that certain parcel of land (herin after referred to as the “Property”), being 7.96 acres of unimproved land situated in the Town of Exeter, County of Rockingham, State of New Hampshire, shown as “PROPOSED CONSERVATION EASEMENT” on the plan entitled “PLAN OF LAND, S/S #01-THA, MAP 40 LOT 11, 191 Epping Road – Route 27, Exeter, New Hampshire 03833” prepared by MHF Design Consultants, Inc., dated April 4, 2012 to be recorded at the Rockingham Registry of Deeds \_\_\_\_\_ (the “Plan”), more particularly bounded and described in **Appendix “A”** attached hereto and made a part hereof.

### I. **PURPOSES.**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes: the preservation of and conservation of open spaces and forest land for the scenic enjoyment of the general public, to be managed in accordance with the following principles, the protection of scenic quality and the protection of wildlife habitat. This purpose is consistent with New Hampshire RSA 79-A, which states: “It is hereby declared to be in the public interest to encourage the preservation of open spaces in the state by providing a healthful and attractive outdoor environment for work and recreation of the state’s citizens, by maintaining the character of the state’s landscape, and by conserving the land, water, forest, and wildlife resources”.

### II. **USE LIMITATIONS.**

The Easement hereby granted with respect to the Property is as follows:

A. The property shall be maintained in perpetuity in its natural condition without there being conducted thereon any industrial, commercial, mechanized vehicular, fishing, trapping or hunting activities, except for the installation, use, maintenance, repair and replacement (either in the current planned location, as shown on the Plan, or elsewhere on the Property) of the well and septic system (as shown on the Plan) and an access way thereto.

V. **BREACH OF EASEMENT.**

A. When a breach of this Easement by Grantor or a third party under the direction or control of Grantor, comes to the attention of the Grantee, it shall notify the Grantor in writing, at the address first above written, of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice, undertake those actions, including restorations, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonable necessary to require Grantor to cure such breach or to repair any such damage.

D. Grantee shall not be entitled to bring any action against the Grantor, and Grantor shall not be liable, for any injury to or change in the Property resulting from access to public trails on the Property and from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties not under the direction or control of Grantor, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party not under the direction or control of Grantor responsible for any actions detrimental to the conservation purposes of this Easement.

VI. **SEVERABILITY.**

A. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award, or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

VII. **CONDEMNATION.**

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. Unless apportioned by the taking authority the balance of the land damages recovered shall be divided between the Grantor and the Grantee in the following proportions: Grantor: 50%, Grantee: 50%.

D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

[Signature Page to Follow]

IN WITNESS WHEREOF, GLOBAL COMPANIES LLC has executed and delivered this Conservation Easement Deed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GLOBAL COMPANIES LLC

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTANCE**

By accepting and recording this Easement, the Grantee agrees to be bound by and to observe and enforce the provisions hereof, and assume the rights and responsibilities herein granted to and incumbent upon them, all in the furtherance of the conservation purposes for which this Easement is delivered.

EXETER CONSERVATION COMMISSION

By: Virginia Rano  
Name: Chairman  
Title:

**BOARD OF SELECTMEN**

\_\_\_\_\_  
Matthew Quandt, Chairman

\_\_\_\_\_  
Donald Clement, Vice-Chairman

\_\_\_\_\_  
Dan Chartrand

\_\_\_\_\_  
Julie Gilman

\_\_\_\_\_  
Frank Ferraro

## Appendix "A"

<b>Town of Exeter</b>	Policy Number <b>2012-01</b>	Adopted by <b>Board of Selectmen</b>
Subject: <b>Appointed Town Committees</b>	Adoption Date: 1989  Revision Date: 2012  Effective Date:	Supersedes: 89-19

**1.0 Purpose of the Policy:**

The purpose of this policy is to define the general rules of organization and protocols associated with Town Boards and Committees established and appointed by the Selectmen.

**2.0 Departments Affected:**

None. Committees Affected: All boards and committees appointed by the Board of Selectmen except where in contradiction with NH law (ie, Planning Board, Heritage Commission, Conservation Commission) where NH RSA's provide for the method of appointment and composition.

**3.0 Definitions:**

**4.0 Policy:**

**5.0 Procedures:**

1. All appointed Town Committees will elect from among their membership, a Chairperson, a Vice Chairperson and Clerk. The Committee may elect other officers as appropriate.
2. Each Committee will maintain a written charge, approved by the Board of Selectmen, describing the role and function(s) of the Committee.
3. Official, written minutes will be kept of all committee and sub-committee meetings in accordance with RSA 91-A. Draft minutes shall be filed with the Town Manager's Office within five (5) business days following the meeting so that they are available for review and release in compliance with state law. Once meeting minutes are approved, copies shall be forwarded and filed with the Board of Selectmen, the Town Manager's Office and the Town Clerk. Minutes should be approved within thirty (30) business days. Final minutes are not required by state law.
4. All meetings will be open to the public, with notice posted at least 24 hours in advance of each meeting.
5. Committees will report their findings to the Board of Selectmen, along with recommendations for subsequent action as appropriate.

6. Public statements regarding Committee recommendations and its policy positions will be prefaced with note of the Committee's role as advisor of the Board of Selectmen.
7. Committee members that fail to attend at least 60% of posted meetings in any calendar year shall forfeit their membership and be subject to removal by the Board of Selectmen. The Chairperson of each committee shall, in January, forward an annual report of member attendance to the Board of Selectmen for review.
8. Members of committees serve at the pleasure of the Board of Selectmen. Vacancies shall be filled, addition to committees may be made and member removal shall be done by vote of the Board of Selectmen.
9. The Board of Selectmen shall review the list of committees annually in April, and may vote to disband any committee of their creation.
10. Upon termination, all committees will turn over their files, records and notes to the Town Clerk for permanent filing.
11. The Board or Committee may vote to recommend to the Selectmen that an alternate member of a committee be appointed to full Board/Committee status.

**6.0 Severability:**

To the extent that any portions of this policy conflict with State law, State law shall prevail.

3/29/10 BOS

## FINAL MINUTES

may have to bump another 2010 project out if there is a greater need for this one. Mr. Campbell said that if we fix the road the trucks may just go even faster.

Mr. Clement asked if there could also be some discussion with the State DOT because Route 27 is a State road. Ms. Gilman said that was a good idea. Ms. Gilman will contact Brentwood's Chair and see if they can get a dialogue going and perhaps schedule a meeting. Mr. Dean will contact the RPC to see what their position would be on this project. The DPW Director will be asked to contact the State DOT.

### **vi. Update on Fire / Police Contracts**

Mr. Dean said that there is a draft Police contract which is in good shape and they are finalizing language items. The Police Association has changed its representation. He expects that the Police contract will be ready next week. The Fire contract is being worked on but will probably not be ready for next week. Mr. Aldrich suggested that when the contracts are ready for signing someone from Police and Fire or Mr. Dean make a presentation to highlight the changes made to the contracts. The voters know the cost impact, but there is a lot more to the contracts and he feels it is worthy of highlighting those items.

### **b. Old Business**

#### **i. Review BOS Policy on Appointments**

**Mr. Clement motioned that going forward an individual may serve on 2 Boards with the exception that he / she cannot serve on 2 land use boards. Land use boards are defined as Planning, Zoning, Historic District Commission and Heritage Commission. Mr. Quandt seconded for discussion. Mr. Quandt made a higher priority motion to table this until they have a written policy change. Mr. Quandt withdrew his motion to table. Mr. Quandt withdrew his second. Mr. Clement withdrew his motion with the agreement that a written update to the existing policy will be drafted and brought back before the Board within a couple of weeks.**

Mr. Dean said that this will be an amendment to their current policy 92-13. With reference to the current 2 consecutive term limit of service on Town Boards and Committees, Ms. Gilman said that they may want to designate a difference between those boards that are regulated by RSA's and those that are ad hoc advisory. After two terms of service, an individual may then become an alternate. Mr. Aldrich said that the Arts Committee does not have any alternates so once a member serves two terms they are off. Mr. Quandt said that the River Committee is working on some very big projects and questioned whether you want to throw people off the committee in the middle of projects. She asked that all Board members look at the mission statements of their respective committees as some probably need to be updated. It may be possible to change the wording on some of these to allow for longer terms if they are not regulated by RSA. Mr. Dean will ask the Mitchell Group if they see any conflicts with current policy that would make it necessary to change reps for the HDC and Heritage Commission.

#### **ii. Maintenance Presentation on Electricity Contract / Costs**

Mr. Kevin Smart of the DPW said that a fixed term contract for electricity costs is being considered and introduced Mr. Brian Cournoyer of the Utilities Management Group in Hampton. Mr. Cournoyer said that UMG is an independent energy broker / consulting company. He works as a buyer's agent trying to find the best deals for his customers and has worked with several hundred municipalities over the course of his career. He has done an analysis of Exeter's energy costs and it is a good time to lock in a low rate. He estimated that the Town would save around \$ 50,000 per year. This is conservatively a 10 – 20% savings over Unitil's rates.

<b>Town of Exeter</b>	Policy Number <b>2012-02</b>	Adopted by <b>Board of Selectmen</b>
Subject: <b>Appointments to Boards and Commissions</b>	Adoption Date: <b>5/5/86</b> Revision Date: <b>9/9/92; 3/29/10; XX-2012</b> Effective Date:	Supersedes: 92-13

**1.0 Purpose of the Policy:**

The purpose of this policy is to define the procedure used by the Board of Selectmen to make appointments to public boards, committees and commissions within the authority of the selectmen.

**2.0 Departments Affected:**

None. All committees referred to in 1.0 of this policy.

**3.0 Definitions:**

**4.0 Policy:**

**5.0 Procedures:**

Authority: The Board of Selectmen has appointment authority for Boards and Commissions as specified in NH Revised Statutes Annotated and Town Ordinances. The Board may, at its discretion, establish other local committees and make appointments thereto.

Term of Office: All terms of office created by such appointments shall be consistent with the length of office determined by the Statutes, ordinance or action of the Board of Selectmen.

Consecutive Terms: Consecutive terms shall be consistent with the Statutes, ordinance or action of the Board of Selectmen.

Appointment Date: Applicants to a Board or Committee shall apply for appointment using an application provided by the Town Manager's Office.

Current regular and alternate members wishing to continue their membership shall, in March of the year in which their term ends, submit a written request to the Board of Selectmen for re-appointment.

Terms of office shall begin on May 1<sup>st</sup>, unless a person is appointed to fill an unexpired term.

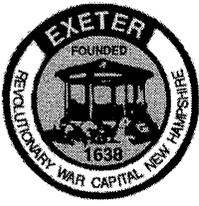
Multiple Positions: A person may serve on up to two Town Boards and Committees provided that he/she can only serve on one land use board (defined as Planning Board, Zoning Board of Adjustment, Heritage Commission, and Historic District Commission).

Draft with comments incorporated from 4/23/12 BOS Meeting

Disbanding Boards & Commissions: The Board of Selectmen shall vote annually in May to review or disband each Board and Committee of their creation.

**6.0 Severability:**

To the extent this policy is in conflict with State law, State law will prevail.



Taoist org

### Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833  
Faxed #: 603-772-4709 or emailed: [twnmgr@town.exeter.nh.us](mailto:twnmgr@town.exeter.nh.us)

Facility Requested: Town Hall (Main Floor)  Town Hall Stage  Bandstand

#### Representative Information:

Name: Felicia Heighton-Ibbotson Address: 20 Main St.  
Town/State/Zip: Exeter, NH 03833 Phone: (603) 778-3790  
Email: felicia@essentialmoves.info Date of Application: 4/25/12

#### Organization Information:

Name: Taoist Tai Chi Society <sup>USA</sup> Address: 30 Linden St.  
Town/State/Zip: Exeter, NH Phone: 658-1199

#### Reservation Information:

Type of Event/Meeting: Annual Workshop Date: Sept. 8 + 9, 2012  
Times of Event: 9:30 - 5:30 # of tables: 3 inside # of chairs: 20  
List materials being used for this event: \_\_\_\_\_  
Will food/beverages be served? yes Description: snacks + beverages

#### Requirements:

**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

**Liability Insurance Required:** The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

**Rental Fee:** For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

**Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: Felicia Ibbotson Date: 4/25/12

Authorized by the Board of Selectmen/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

#### Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_  
Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver requested

**Town Facilities / Permits****May 7 - 20, 2012**

<b>Date</b>	<b>Time</b>	<b>Facility/Permit</b>	<b>Group/Purpose</b>
4/29 to 5/6	all day	Town Hall	Oyster River Players
5/6 to 5/13	all day	Bandstand	Seacoast Idol
5/7 to 5/10	all day	Town Hall	Seacoast Idol - Rain shelter
5/11	5 - 10pm	Town Hall	Amare Cantare
5/12 & 5/13	all day	Town Hall	Seacoast Idol Auditions
5/15 to 5/19	all day	Town Hall	Musical Arts - recitals
5/18	7 - 10am	Bandstand	RPC - Bike to Work
5/19	9am to noon	Bandstand	Hat Madness - donut sale



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.**  
**COMMISSIONER**

**JEFF BRILLHART, P.E.**  
**ASSISTANT COMMISSIONER**

April 26, 2012

RUSSELL DEAN  
TOWN MANAGER  
Town of EXETER  
10 FRONT STREET  
EXETER, NH 03833

Dear RUSSELL:

I am writing to alert you that the NH Department of Transportation is proposing to assess street lighting on state highways, and ultimately discontinue all lighting that is not needed for motorist safety. The Department has met with various electric power companies to discuss the initiative and gain some understanding of the issues involved, and we are now mapping our current lighting situation and evaluating future needs.

The Department's proposal is predicated on saving approximately \$650,000 per year in electrical costs. The lights to be turned off are lights that are found to be unnecessary in accordance with current state and federal standards. In many cases, lights that are currently in use were provided as amenities to enhance the overall layout of new or upgraded highway facilities. Given improvements in vehicle headlight performance and sign reflectivity, and given the need to reduce costs, the Department, in accordance with safety standards, is proposing to discontinue some of these street lights.

While reductions to the current State Budget were the catalyst for evaluating the process and procedures in NHDOT's Operations Division, we also believe this exercise makes sense from a good government perspective as well. Government should be as lean and efficient as possible and the Department is committed to do everything it can to ensure we are using your taxpayer dollars effectively without sacrificing safety or system performance.

The location of lights to be removed and the timing of the removal effort is being engineered. Your town or city may or may not be affected. If your community is affected, the Department will be contacting you again in the near future to arrange to meet with you (as well as officials from other municipalities throughout New Hampshire) to discuss the program, light locations, and the schedule.

I understand this proposal will create challenges for some, and we hope to work with you to address these situations. On the other hand, as any owner knows, saving costs and reducing energy consumption are important, and we expect to accomplish both, in a safe and practical manner.

Sincerely,

Christopher D. Clement, Sr.  
Commissioner

CDC/dd



NEW HAMPSHIRE MUNICIPAL BOND BANK

April 24, 2012

Mr. Russell Dean  
Town Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Russ:

I am pleased to inform you that the loan application for the Town of Exeter in the amount of \$3,650,000 for 20 years, was approved, subject to no material adverse changes in the 's financial position, at a meeting of the Board of Directors of the New Hampshire Municipal Bond Bank held on Friday, April 20, 2012. Your share of the issuance costs will be \$15,000. An invoice will be mailed to you after the bond closing.

Your loan agreement is being prepared and will be forwarded to you shortly. The loan agreement includes an estimated maximum interest rate which we have set well above the current market as we need to allow for some change between now and the date of sale. However, if rates remain at current levels we expect your actual interest rate to be much less than the maximum rate set in the loan agreement. Please verify the amount of the loan agreement and the term of the loan indicated in Exhibit A.

Please do not hesitate to contact me at 1-800-393-6422 if you have any questions.

Sincerely,

Tammy J. St. Gelais  
Program Administrator

start something  
somewhere

**Big Brothers Big Sisters  
of the Greater Seacoast**  
4 Greenleaf Woods #201  
Portsmouth, NH 03801

**T 603 430 1140  
F 603 430 7760**

www.bbbsgs.org

April 23, 2012

Mr. Russell Dean, Town Manager  
Town Of Exeter  
10 Front St.  
Exeter, NH 03833-2792

Dear Mr. Dean

The power of Exeter's recent \$2,250.00 donation reaches far beyond what you might imagine. Generous contributions such as yours not only positively impact the lives of our Seacoast's most vulnerable youth but have the power to change the lives of our incredible volunteers as well. A Big Brothers Big Sisters mentoring relationship is mutually rewarding for the key participants and so rewarding for our towns, our schools and our larger Seacoast community.

One of our volunteer Big Brothers shared with us, "I have been involved with BBBS as a Big for almost 4 years. It has been one of the most rewarding experiences of my life. I initially joined BBBS as a Big because I wanted to give back, as growing up I felt very fortunate in having 4 siblings that I grew up with and realized that many children today do not have that same luxury. Being a single person, and having free time on my hands, I felt that it was a very worthwhile endeavor to volunteer and be a Big Brother. It was one of the best decisions I have ever made. Not only do I get to make a positive impact on a young person's life, but I truly underestimated the impact that they would have on my own. I feel fortunate in all that has happened to me because of BBBS."

Through our regular check-ins with our volunteers, youth participants and their parents or guardians we continue to validate that our tried-and-true mentoring model IS working. Children are exhibiting behaviors that show increased levels of confidence, improved ability to express themselves, improved academic performance, improved sense of future and improved ability to avoid delinquency.

We are proud of the difference that we have made in the lives of hundreds of at-risk youth and hope that you share in this pride as a generous contributor. We look forward to maintaining communication with you and sharing the success stories of our local mentoring work.

With gratitude,

  
Jessie C. Dill  
Executive Director

Many thanks for all you  
do for Exeter children  
and families!

Our Federal Tax ID number for your records is: 02-0348477.

*BOARD OF DIRECTORS*

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Vice President

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Donald Boucher  
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Frank Easton, III

*EXECUTIVE DIRECTOR*

Jessie C. Dill



May 1, 2012

Board of Selectmen  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Chairman and Members of the Board:

In keeping with our ongoing efforts to provide regular updates regarding our service, I am writing to inform you of the following:

As of April 15, 2012, TiVo is no longer available for new subscription. Current subscribers to our TiVo Service will continue to receive this service until they make a change to their account or receive further notice.

On May 1, 2012, H2 will be added to Digital Economy ch 242. Spike TV will no longer be available on Digital Economy ch 55 and HD ch 855.

On June 1, 2012, MTN-OOM will no longer be available on ch 131 in the Sports & Entertainment pack and on June 28, 2012, GMC on ch 235 will move from the Digital Preferred tier to the Digital Starter tier.

Please be advised Customers received notification, in advance via bill message, of these updates.

Should you have any questions, please do not hesitate to contact me at 603.334.3603.

Sincerely,

*Jay Somers*

Jay Somers  
Sr. Manager of Government & Regulatory Affairs

**Goals**

**Board of Selectmen Meeting**

**April 20, 2012**

**Goal Area: Economic Development**

**Goal 1: Expand Non-Residential Tax Base**

- Re-examine process/review
- Message
- Support B/C/C Staffing/Engagement
- Joint Meeting – BOS/EDC/Planning Board on issue of non-residential expansion

**Goal Area: Municipal Services**

**Goal 2: Explore Regionalization – Municipal Services**

- Police/Dispatch, Fire/EMS, Library, Water/Sewer, Parks/Recreation, Trash collection?, Transportation
- Define regional partners, Cost, Quality, Realistic?, Revenue?, Current regional efforts.

**Goal 3: Review Purchasing Process**

- Process? Consolidate? ID Process/review

**Goal Area: Communications**

**Goal 4: Establish Communications Plan**

- Consistency
- Frequency
- Project summaries
- Public Relations/Citizen Communications
- Quarterly Department Reports
- Monthly written reports/define elements

**Goal Area: Infrastructure/Resources**

**Goal 5: Establish Sidewalk Plan: spell out philosophy of BOS**

- Replace, repair, prioritize, fund
- RSA review – obligations to plow sidewalks
- Integrate with bike path planning efforts

**Goal Area: Budget**

**Goal 6: Define 2013 Budget Parameters**

- Support OPEB work?
- CIP/Lincoln Street Water Line
- 2015 bond retirement
- EPA/Wastewater Plant Process
- Deferred Revenue – Undesignated Fund Balance
- Union Contract (Fire, DPW)
- Revenue enhancement: property surplus, land?

**Goal Area: Housing – TBD**

- Explore Housing Committee?

May 1, 2012

TO: Exeter Board of Selectmen  
Russ Dean

FROM: Mike Favreau

RE: Use of Revolving Fund Money

We have encountered some problems with the pool filter that require some repairs this fall. The pool filter is 38 years old, although it runs fine now. We wanted to get the sand in the filter replaced as we had in 2004 but were told that due to the age of the filter the PVC "laterals" in the filter tank are too brittle to do it without the risk of breaking them. The recommendation was to replace the filter.

We have money "saved" in the revolving fund for future painting of the pool and tennis courts. I feel this trumps those needs right now and we should fix the filter, improve the flow rate with a new pump and fix a leak under the floor of the filter room (that costs us \$600 per year).

I have met with Doreen Ravel and gone over the revolving fund records and we have roughly \$71,000 that could be used for this type of thing. This does not touch the money that is flowing through the fund for 2012. We feel we could if things go well, accumulate up to \$8000/year over the next few years that would allow us to recoup the money for the pool painting down the road.

I have attached a proposal from Northern Pool, who by the way did a similar project at UNH last year. I realize that this would have to be bid out however their proposal is indicative of what to expect. We would go with Option B, numbers 2 & 3 giving a cost of \$49,633 plus the cost of wiring and cutting a hole in the roof (and repair) to get the filter out.